

PB# 91-27

BREWSTER HOUSE

SBL 4-3-11

BREWSTER HOUSE SITE PLAN #91-27
TEMPLE HILL RD. (TAYLOR, ATTY.)

Approved 1/17/92

General Receipt 12337

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

Received of Brewster House Gourmet Foods \$ 150.00
November 8 1991
One Hundred Fifty and 00/100 DOLLARS
For Planning Board Application Fee #91-27

DISTRIBUTION:

FUND	CODE	AMOUNT
CP# 110		\$150.00

By Pauline H. Townsend
Town Clerk
Title

Williamson Law Book Co., Rochester, N. Y. 14609

General Receipt 12339

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

Received of Pauline H. Townsend \$ 750.00
November 8 1991
Seven Hundred Fifty and 00/100 DOLLARS
For Planning Board Escrow Fee #91-27
Brewster House Gourmet Foods

DISTRIBUTION:

FUND	CODE	AMOUNT
CP# 111		\$750.00

By John
Cyph
Title

Williamson Law Book Co., Rochester, N. Y. 14609

General Receipt 12427

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

Received of Brewster House Gourmet Foods \$ 150.00
January 17 1992
One Hundred Fifty and 00/100 DOLLARS
For Planning Board Approval Fee

DISTRIBUTION:

FUND	CODE	AMOUNT
CP# 156		150.00

By Pauline H. Townsend
Town Clerk
Title

Williamson Law Book Co., Rochester, N. Y. 14609

General Receipt 12426

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

Received of Brewster House Gourmet Foods \$ 150.00
January 17 1992
One Hundred Fifty and 00/100 DOLLARS
For Planning Board Approval Fee

DISTRIBUTION:

FUND	CODE	AMOUNT
CP# 156		150.00

By Pauline H. Townsend
Town Clerk
Title

Williamson Law Book Co., Rochester, N. Y. 14609

CP# 110	\$150.00	By <u>Town Clerk</u> Title

Williamson Law Book Co., Rochester, N. Y. 14609

General Receipt		12339
TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, N. Y. 12550		November 8 1991
Received of	<u>Pauline G. Townsend</u>	\$ <u>750.00</u>
	<u>Seven Hundred Fifty and 00/100</u>	DOLLARS
For	<u>Planning Board Escrow Fee #91-27</u>	
DISTRIBUTION:	<u>Brewster House Gourmet Foods</u>	

FUND	CODE	AMOUNT
CP# 111		750.00

Williamson Law Book Co., Rochester, N. Y. 14609

General Receipt		12427
TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, N. Y. 12550		January 17 1992
Received of	<u>Brewster House Gourmet Foods</u>	\$ <u>150.00</u>
	<u>One Hundred Fifty and 00/100</u>	DOLLARS
For	<u>Planning Board Approval Fee</u>	
DISTRIBUTION:		

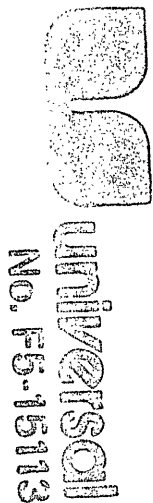
FUND	CODE	AMOUNT
CP# 156		150.00

Williamson Law Book Co., Rochester, N. Y. 14609

General Receipt		12426
TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, N. Y. 12550		January 17 1992
Received of	<u>Brewster House Gourmet Foods</u>	\$ <u>323.20</u>
	<u>Three Hundred Twenty Three and 20/100</u>	DOLLARS
For	<u>Planning Board Inspection Fee #91-27</u>	
DISTRIBUTION:		

FUND	CODE	AMOUNT
CP# 157		323.20

Williamson Law Book Co., Rochester, N. Y. 14609



Planning Board
Town Hall
555 Union Ave.
New Windsor, N.Y. 12550

NO. 91-27

January 17, 1992

RECEIVED FROM Brewster House Gourmet Foods
Seven Hundred Seven 00/100 DOLLARS

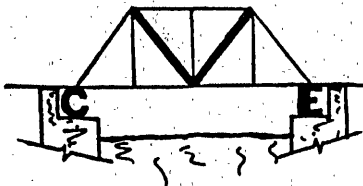
Balance due for Professional Fees

Account Total \$ 707.00

Amount Paid \$ 707.00

Balance Due \$ - 0 -

Maryl Mason, Secy for the P.B.
Lee Legum



VALDINA CONSULTING ENGINEERS

4 PLEASANT VIEW AVENUE
NEWBURGH, N.Y. 12550
914-565-4447

BREWSTER HOUSE -1762-

BOND ESTIMATE - REVISED SITE PLAN Prepared January 14, 1992

<u>ITEM</u>	<u>QTY.</u>	<u>COST</u>	<u>AMOUNT</u>
Fill - Parking Area	150 CY	\$10.00	\$1,500.00
Pavement - Parking Area	240 SY	10.00	2,400.00
Pavement Striping	675 LF	0.40	270.00
Traffic Direction Arrows	6 Ea	10.00	60.00
Handicap Parking Delineation	3 Ea	100.00	300.00
Dumpster Area / Enclosure	1 Ea	750.00	750.00
Relocate CHG&E Area Lamp	1 Ea	900.00	900.00
Catering Lighting	1 Ea	900.00	900.00
Relocation of Storage Sheds	LS	1,000.00	<u>1,000.00</u>
Total			\$8,080.00

Town of New Windsor inspection fee of 4% of the total bond amount
is to be paid at time of ~~request for building permit~~. **PLANNING BOARD**
APPROVAL.

Inspection Fee - \$8,080.00 X 0.04 = \$ 323.20



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ Main Office
45 Quassalck Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8840
- ☐ Branch Office
400 Broad Street
Milford, Pennsylvania 18337
(717) 298-2765

5 February 1992

MEMORANDUM FOR RECORD

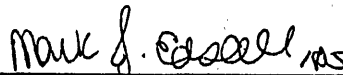
SUBJECT: BREWSTER HOUSE SITE PLAN (NEW WINDSOR PB #91-27)
FIELD REVIEW 5 FEBRUARY 1992 FOR COMPLETION STATUS

On the subject date a field visit was made by the undersigned and Building Inspector Michael Babcock to determine the completion status of the work indicated on the Site Plan, which was approved by the Planning Board on 8 January 1992.

Based on our field review, it is apparent that none of the site plan improvements delineated on the Applicant's bond estimate have been completed. The only item which has had construction started is the dumpster enclosure, which currently is no more than a stockade fence box, with no gate or concrete pad.

In line with the above observations, it is my recommendation that, if the Applicant is seeking a Certificate of Occupancy, you require posting of the full bond amount submitted by the Applicant, which is in the amount of \$8,080.00. At such time that the Applicant completes the site improvements associated with the project, please contact me such that we can perform a re-inspection toward the release of the bond.

Respectfully submitted,


Mark J. Edsall, P.E.
Planning Board Engineer

MJEss

cc: James Petro, Planning Board Chairman

a:brewster.ss

102

MICHAEL SOTLAND
ADELE SOTLAND

12 MAURICE LN.
NEWBURGH, NY 12550

2/7 1992

29-1/213

PAY TO THE
ORDER OF

Town of New Windsor
Eight thousand eighty and

\$ 8,080.00

00/100 DOLLARS

NOT VALID FOR LESS THAN \$500.00

SECURE ALLEY

NORSTAR BANK
OF UPSTATE NY
268 Genesee St. Office
Utica, New York 13502-4699

Bond

Adele Sotland
SIGNATURE

MEMO

⑆02⑆3000⑆9⑆76850⑆2002735⑆

91-27

ANDREW S. KRIEGER
ATTORNEY AT LAW
219 QUASSAICK AVENUE
SQUIRE SHOPPING CENTER, SUITE 3
NEW WINDSOR, NEW YORK 12553
(914) 562-2333

November 25, 1991

Mark Edsall, P.E.
McGoey, Hauser & Edsall, L.E.
45 Quassaick Avenue
New Windsor, New York 12553

Re: Town of New Windsor w/Sotland
Brewster House

Dear Mark:

Mr. Sotland's attorney has forwarded to me a counter-proposal for a developer's agreement in the above referenced matter. A copy of that counter-proposal or "draft" is enclosed for your reference. Under cover of my letter to their attorneys dated November 19, 1991 (a copy of which was sent to you) a draft of my original proposal was enclosed. Please be kind enough to compare the two proposals.

First, your attention is drawn to the fourth "whereas" paragraph. I believe that the paragraph as specified in my draft agreement represents what the planning Board wishes to have in this matter. Specifically, in view of this particular applicant's past practices. Since you were also present at the planning board meeting wherein an agreement was called for, please let me know whether you would agree or disagree.

Under cover of a copy of this letter, I am sending a copy of the "draft" and my original proposal to the planning board members. I ask them to review same and contact me with their thoughts.

Please compare paragraph No. 1 of my proposal with paragraph No. 1 of his "draft". He seeks to reduce the number of parking spaces specified in the original proposal. Please review this and let me know which calculations are correct. Please also note in reviewing that paragraph, that I proposed a blanket restriction that the parking spaces be constructed according with the laws of the Town of New Windsor. He has instead proposed certain specific requirements. Please review these requirements and advise whether or not they accurately contain all of the applicable restrictions. Please also note, that he has deleted the requirement in the proposal that these parking spaces be painted on the parking surface. It is my

recollection that the planning board specifically required that the parking spaces be painted.

Please compare paragraphs No. 3 and 5 of my proposal with the same paragraphs of his draft. Under the customary circumstances, the planning board wants to have in hand your specific recommendations before making any decision. In this case the planning board desires to expedite the decision process and this would require a subsequent (not preparatory) inspection by you. The draft provisions of paragraphs 3 and 5 were designed to give you protection personally so that you did not bear the requirement of making these decisions. As you can see, their draft adds the words "expeditiously" and "reasonable". Since these words may substantially increase your personal exposure, I ask you to review them, seek such advice as you wish and advise both me and the planning board members whether you are willing to agree to the changes as the applicant would propose them.

In conducting the aforementioned review, please note that he has deleted totally paragraph 4 of my proposal which was part of the review process envisioned by the undersigned to protect you. Please advise further whether you are willing to take on the burdens imposed by this agreement without paragraph 4.

In conducting these reviews, please compare paragraph No. 9 of the proposal with paragraph No. 8 of his draft. As you can see he wishes to place limits upon the fees paid by him. Please review these fees with Mike and Myra and advise whether the restrictions he wishes to place are in accordance with the Town Code as it now exists and are reasonable. I ask you to do this because it is my understanding that you Mike and Myra have been fulfilling the function of reviewing fees and escrow amounts for clients. Please also note when considering your liability under this agreement that the applicant apparently wishes to limit the fees paid by him.

I ask the members of the planning board to note that this applicant has declined to agree in any part to the provisions of paragraph 11 of my proposal. As you can see by examining paragraph 11 it is designed to accomplish two ends. First, if the applicant wishes to contest the existence of any rule, regulation or provision, it would require that he do so now. This applicant apparently wants to reserve his objections so that he may mount such a contest at a later date,

November 24, 1991

Second, paragraph 11 is designed to protect the Town against complaints by third parties. When an application is granted without holding a public hearing before such approval, neither the planning board nor the Town have any way of knowing or guessing whether there is a third party (e.g. a business competitor) who will object. The only way that the board or Town can find out about such objection, is when it is served with a lawsuit. Defending that lawsuit would then become necessary and would be done at the expense of the taxpayers of the Town. The benefit of a successful defense of that lawsuit would go not to those taxpayers, however, but to the applicant. This paragraph is designed to have the person who truly benefitted from a "fast track" approval pay for that approval. Apparently this applicant wishes to receive the benefit but not to bear the cost of that benefit.

I ask the members of the board to review this provision and advise me whether or not they wish to have it included in this agreement or, as the applicant wishes, exclude it.

If either you or any of the members of the planning board have any questions regarding this matter or the items contained in this letter, PLEASE call me to discuss your questions or concerns.

Thank you.

Sincerely,

ANDREW S. KRIEGER

ASK:mmt
Encls.

cc: Town of New Windsor Planning Board
David Rider, Esq.

AGREEMENT

THIS AGREEMENT, made this day of , 1991 by and between MICHAEL SOTLAND and STEVEN SOTLAND d/b/a/ BREWSTER HOUSE, Temple Hill Road, New Windsor, New York 12553 (hereinafter known as SOTLAND) and the Town of New Windsor, a Municipal Corporation of the State Of New York by its Planning Board (hereinafter known as BOARD).

WITNESSETH:

WHEREAS, SOTLAND has completed the site of Brewster House in a manner different from and at variance with the site plan as approved by BOARD on November 27, 1985 and

WHEREAS, BOARD finds that the site deviates from the approved site plan in that it does not have the required and specified number of parking spaces for the restaurant use; in that there are two (2) storage structures which are located on the site and which appear to reduce the number of parking spaces useable by patrons of the restaurant and were not on the originally approved site plan of November 27, 1985 and in that the lighting of the site as it was approved on the original site plan of November 27, 1985 was not installed, and

WHEREAS, SOTLAND wishes to amend the previously approved site plan to complete renovation of separate structure on the south border of said site denominated as catering and to make certain other amendments to the site plan to provide for parking and signage for use of that "catering" building and

WHEREAS, SOTLAND recognizes that no building permit or certificate of occupancy for the use of the aforementioned

structure can or will be issued by the Town of New Windsor until the entire site substantially conforms with the site plan as approved on November 27, 1985, and

WHEREAS, the BOARD finds that it is in the best interests of it, and the Town of New Windsor, that a building permit be issued subject to SOTLAND completing the site plan elements as set forth below and that a Certificate of Occupancy be issued when the site complies with the aforesaid requirements and with the amended site plan as submitted to the Board on November 13, 1991.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained the parties hereto for themselves, their heirs, successors and assigns do mutually agree as follows:

1. SOTLAND will provide for not less than thirty three (33) parking spaces for the use of the restaurant patrons. These parking spaces shall not include the four (4) spaces located at or close to the southerly boundary of the site near the catering building. These thirty three (33) spaces will be delineated by painted stripes on the blacktop of the parking area. The spaces will meet all the requirements of the laws of the State of New York and the Town of New Windsor including but not limited to the dimensions of each space the the aisle width between and among the spaces.

2. The two (2) storage sheds presently located on the site may remain if it is possible for SOTLAND to fullfil the requirements of paragraph 1 above. The sheds may not occupy in whole or in any part any of the parking spaces specified in paragraph 1. If it is not possible to fullfil the requirements

of paragraph 1 above without utilizing the space on which the sheds are presently located, then and in that event, SOTLAND shall remove said sheds from their present location. Upon removal SOTLAND may relocate the sheds elsewhere on the site if he can do so in accordance with the requirements of the Code and Laws of the Town of New Windsor. If the sheds cannot be relocated within the requirements of the aforementioned Code and Laws, such sheds shall be removed from the site entirely.

3. Lighting of the area is now done by area lights provided by Central Hudson. The location of these area lights is at variance with the lighting of the area as specified in the site plan approved on November 27, 1985. The BOARD'S Engineer will inspect the lighting as it now exists. If in his sole discretion the lighting is adequate in amount or is in accordance with the site plan as previously approved, then and in that event, SOTLAND will not have to change or augment the lighting of the area. If the existing lighting is not adequate in amount or in accordance with the site plan as previously approved, in the sole discretion of the BOARD'S Engineer, then and in that event, no building permit or Certificate of Occupancy shall issue for work on, use or occupancy of the "catering" building until the lighting is adequate in amount or in accordance with the previously approved site plan in the sole opinion of the BOARD'S Engineer.

4. If the BOARD'S Engineer declines for any reason or for no stated reason, in his sole discretion, to issue an opinion in accordance with paragraph 3 above, then SOTLAND may apply to the

BOARD at a regularly scheduled meeting of said BOARD and in accordance with the Rules and Procedures of the BOARD for its opinion which shall supercede any opinion of the BOARD'S Engineer.

5. If a building permit and Certificate of Occupancy is issued and if within one year thereafter the BOARD'S Engineer desires the BOARD to render an opinion or review any of the items contained herein, the BOARD'S Engineer shall cause this matter to be placed on the BOARD'S agenda and to have notice of such placement given to SOTLAND by regular first class mail property addressed to SOTLAND at the address stated herein postage pre-paid. Such notice shall specify the time and place for SOTLAND to be present at the BOARD'S meeting.

6. Upon such review as specified in Paragraph 5 being scheduled, SOTLAND or his legally authorized representative shall attend such meeting. Any representative of SOTLAND attending such meeting in the absence of SOTLAND shall have the power to bind SOTLAND to agree to perform any acts required of SOTLAND by the BOARD without the necessity of that representative having any conference with SOTLAND before making any such agreement.

7. If such a meeting occurs and if the BOARD makes any requests or requires any acts of SOTLAND in order to cause the site to conform with the site plan as approved on November 27, 1985, or as may be amended, then SOTLAND shall promptly fullfil any such requirement or perform any such act.

8. If SOTLAND fails to fullfil or perform any such act as set forth in Paragraph 7 above, he shall be considered to be occupying and using the premises illegally and shall be subject

to such sanctions or legal actions, civil or criminal, as the Town of New Windsor may elect to prosecute and shall cease and desist from all use of the premises upon notice from the Town of New Windsor or any of its legally authorized agents to do so.

9. SOTLAND agrees to put and keep sufficient monies in escrow under the terms of the Law of the Town of New Windsor, to cover the cost of professional fees which may be incurred in effecting this agreement.

10. SOTLAND shall remain personally responsible for maintaining said project in a safe and proper manner and in compliance with the site plan and any amendments thereto.

11. SOTLAND, by executing this agreement waives any right to content in any court any rule, regulation or provision in effect as of the date of the signing of this agreement or any present ordinance of the Town of New Windsor, exclusive of any interpretation thereof. SOTLAND also agrees to bear reasonable cost of defending any litigation instituted by third persons against the Town or BOARD challenging this agreement or municipal approvals represented by this agreement. Upon institution of any such lawsuit SOTLAND shall post a cash escrow sufficient to cover the cost of such litigation.

12. This agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto.

13. Should it become necessary for the Town the BOARD to institute an action to enforce the terms of this agreement of any ordinance or of any condition of any approval heretofore or hereafter granted to SOTLAND in connection herewith, the Town or

the BOARD as the case may be, shall be entitled to recover its reasonable counsel fees and costs in connection therewith if it prevails in said litigation.

IN WITNESS WHEREOF, the said parties have herewith set their hands and seals or cause these presents to be signed by their proper corporate officers and the corporate seal to be hereunto affixed.

Witness:

MICHAEL J. SOTLAND

Witness:

STEPHEN SOTLAND
d/b/a/ Brewster House

Witness:

PLANNING BOARD
By:

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 01/17/92

PAGE: 1

LISTING OF PLANNING BOARD FEES
Escrow

FOR PROJECT NUMBER: 91-27

NAME: BREWSTER HOUSE 1762

APPLICANT: SOTLAND, MICHAEL & STEVEN

DATE	DESCRIPTION	TRANS	AMT-CHG	AMT-PAID	BAL-DUE
11/07/91	SITE PLAN MINIMUM	PAID		750.00	
11/13/91	P.B. MINUTES	CHG	67.50		
01/17/92	P.B. ENGINEER	CHG	589.50		
01/17/92	P.B. ATTORNEY FEE	CHG	800.00		
01/17/92	BALANCE DUE	PAID		707.00	
	TOTAL:		1457.00	1457.00	0.00

CHRONOLOGICAL JOB STATUS REPORT

JOB: 87-56 NEW WINDSOR PLANNING BOARD (Chargeable to Applicant)

CLIENT: NEWWIN - TOWN OF NEW WINDSOR

TASK: 91- 27

TASK-NO	REC	--DATE--	TRAN	EMPL	ACT DESCRIPTION-----	RATE	HRS.	TIME	-----DOLLARS-----		
									EXP.	BILLED	BALANCE
91-27	49955	11/06/91	TIME	MJE	MC BREWSTER HOUSE	65.00	0.40	26.00			
91-27	50101	11/13/91	TIME	MJE	MM COND FINAL APPL	65.00	0.10	6.50			
91-27	50444	11/13/91	TIME	MJE	MC BREWSTER	65.00	0.50	32.50			
91-27	50770	11/13/91	TIME	MCK	CL BREWSTER-REV COMMS	25.00	1.00	25.00			
91-27	51521	11/26/91	TIME	MJE	MC BREWSTER S/P	65.00	0.20	13.00			
91-27	52036	12/03/91	TIME	MJE	MC BREWSTER W/KRIEGER	65.00	0.40	26.00			
91-27	52063	12/11/91	TIME	MJE	MC BREWSTER	65.00	0.40	26.00			
91-27	52073	12/11/91	TIME	MCK	CL B-REVIEW COMMENTS	25.00	1.00	25.00			
91-27	52065	12/12/91	TIME	MJE	MC BREWSTER	65.00	0.40	26.00			
91-27	52732	12/20/91	TIME	MJE	MC BREWSTER-ELECTRICIAN	65.00	0.30	19.50			
91-27	53902	01/02/92	TIME	MJE	MC BREWSTER-DISC W/ELEC	65.00	0.30	19.50			
91-27	53904	01/03/92	TIME	MJE	MC BREWSTER - CALLS	65.00	0.50	32.50			
91-27	53907	01/06/92	TIME	MJE	FI BREWSTER-LIGHTING	65.00	1.00	65.00			
91-27	53906	01/06/92	TIME	MJE	MC BREWSTER - CALLS	65.00	0.50	32.50			
91-27	53909	01/07/92	TIME	MJE	MC BREWSTER-CALLS	65.00	0.60	39.00			
91-27	53912	01/07/92	TIME	MJE	MC BREWSTER S/P	65.00	0.50	32.50			
91-27	53474	01/08/92	TIME	MJE	MM COND FINAL APPROVAL	65.00	0.10	6.50			
91-27	53916	01/08/92	TIME	MJE	MC BREWSTER - CALLS	65.00	0.50	32.50			
91-27	53929	01/08/92	TIME	MCK	CL B/REVIEW COMMENTS	25.00	1.00	25.00			
91-27	53918	01/09/92	TIME	MJE	MC BREWSTER-CALLS	65.00	0.40	26.00			
91-27	53920	01/10/92	TIME	MJE	MC BREWSTER-CALLS	65.00	0.30	19.50			
91-27	53921	01/15/92	TIME	MCK	CL MEMO TO P/B	25.00	0.40	10.00			
91-27	53923	01/15/92	TIME	MJE	MC REVIEW FINAL PLAN	65.00	0.50	32.50			
								598.50			
91-27	53979	01/15/92			BILL 92-123					-598.50	
										-598.50	
								=====	=====	=====	=====
TASK TOTAL								598.50	0.00	-598.50	0.00
								=====	=====	=====	=====
GRAND TOTAL								598.50	0.00	-598.50	0.00



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ **Main Office**
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- ☐ **Branch Office**
400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

15 January 1992

MEMORANDUM

TO: Myra Mason, Planning Board Secretary

FROM: Mark J. Edsall, P.E., Planning Board Engineer

SUBJECT: BREWSTER HOUSE SITE PLAN
NEW WINDSOR PLANNING BOARD NO. 91-27

Please be advised that I have received a revised plan, last revision dated 1/10/92, for the subject project. In addition, I have received a Bond Estimate for the key site improvements of the application. Copies of both of same are attached hereto.

Please be advised that it is my opinion that the plan complies with the conditions of approval, as discussed at the 8 January 1992 Planning Board meeting. Further, it is my opinion that the Bond Estimate, as submitted, is acceptable, and meets the intent of Chapter 19 of the Town Code. The only correction I have made is with regard to the comment at the bottom of the Bond Estimate, which incorrectly indicates that the inspection fee is paid at the "time of request for building permit"; the fee is due at the time of Planning Board approval.

Please do not hesitate to contact me if you have any further questions concerning this application.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:1-15-E.mk

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 01/08/92

PAGE: 1

LISTING OF PLANNING BOARD AGENCY APPROVALS

FOR PROJECT NUMBER: 91-27

NAME: BREWSTER HOUSE 1762

APPLICANT: SOTLAND, MICHAEL & STEVEN

	DATE-SENT	AGENCY-----	DATE-RECD	RESPONSE-----
ORIG	11/08/91	MUNICIPAL HIGHWAY	/ /	
ORIG	11/08/91	MUNICIPAL WATER	11/12/91	APPROVED
ORIG	11/08/91	MUNICIPAL SEWER	/ /	
ORIG	11/08/91	MUNICIPAL SANITARY . NO RECORD OF PERMIT FOR SEWER	11/07/91	DISAPPROVED PERMIT ON FILE
ORIG	11/08/91	MUNICIPAL FIRE	11/12/91	APPROVED
ORIG	11/08/91	PLANNING BOARD ENGINEER	/ /	
ORIG	11/14/91	O.C. PLANNING DEPT.	12/02/91	LOCAL DETER.

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 03/03/92

PAGE: 1

LISTING OF PLANNING BOARD ACTIONS

STAGE:

STATUS [Open, Withd]
O [Disap, Appr]

FOR PROJECT NUMBER: 91-27

NAME: BREWSTER HOUSE 1762

APPLICANT: SOTLAND, MICHAEL & STEVEN

--DATE--	MEETING-PURPOSE-----	ACTION-TAKEN-----
01/15/92	COST EST.& REV. PLAN SUBMITTED	
01/08/92	P.B. APPEARANCE	APPROVED
12/11/91	P.B. APPEARANCE (NO SHOW) . WOULD LIKE APPLICANT TO APPEAR AT P.B. MEETING	BOARD DISCUSSION
11/13/91	P.B. APPEARANCE . APPROVED SUBJECT TO O.C. PLANNING REVIEW AND NEW PLAN	LA/ND:APPR. SUB TO
11/06/91	WORK SESSION APPEARANCE	SUBMIT APPLICATION

APPLICATION FEE (DUE AT TIME OF SUBMITTAL)

Pd 11/8/91 \$ 150.00

PLAN REVIEW FEE: (APPROVAL)

150.00 ✓

PLAN REVIEW FEE (MULTI-FAMILY):
PLUS \$25.00/UNIT

A. \$150.00
B. —

TOTAL OF A & B:

SITE IMPROVEMENT COST ESTIMATE:

\$ 8,080.00

A. 4% OF FIRST \$50,000.00
B. 2% OF REMAINDER

A. 323.20
B.

TOTAL OF A & B: \$ 323.20 ✓

Need 3 checks:

1	\$150.00	Approval
2	\$323.20	4%
3	707.00	Over Escrow

[illegible]

ANDREW S. KRIEGER
ATTORNEY AT LAW
219 QUASSACK AVENUE
SQUIRE SHOPPING CENTER, SUITE 3
NEW WINDSOR, NEW YORK 12553

(914) 582 2111

New Windsor Planning Board
555 Union Avenue
New Windsor, New York 12553

January 15, 1992

FOR PROFESSIONAL SERVICES RENDERED:

Re: Brewster House Site Plan 91-27

10-31-91 to D. Rider, Esq., to Myra Mason;
11-5 attend conference at office of D. Rider,
Esq.; 11-18 dictate agreement, letter to D. Rider,
Esq., letter to M. Edsall, to D. Rider's office,
legal reserach, to D. Rider, Esq; 11-25 receive
and review revised draft, letter to M. Edsall,
P.E., letter to D. Rider, Esq.; 12-2 to D. Rider,
Esq. 12-4 to D. Rider, Esq. 12-10 receive and review
hand delivered proposal; 12-11 to D. Rider, Esq.,
prepare Guarantee attendance at Planning Board
meeting, supervise execution of Guarantee; 12-12
to D. Rider, Esq., ; 12-13 receive and review fax
from S. Sotland, to G. Green; 1-3-92 to S. Sotland,
to G. Green.

Total time spent 8.0 x \$100.00 \$800.00

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
FROM: TOWN FIRE INSPECTOR
DATE: 8 JANUARY 1992
SUBJECT: BREWSTER HOUSE SITE PLAN

PLANNING BOARD REFERENCE NUMBER: PB-91-27
DATED: 8 JANUARY 1992
FIRE PREVENTION REFERENCE NUMBER: FPS-92-003

A REVIEW OF THE ABOVE REFERENCED SUBJECT SUBDIVISION PLAN WAS
CONDUCTED ON 8 JANUARY 1992.

THIS SUBDIVISION PLAN IS ACCEPTABLE.

PLAN DATED: 8 JANUARY 1992, REVISION 4



ROBERT F. RODGERS; CCA

✓
CC: ME



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ Main Office
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- ☐ Branch Office
400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

14 May 1992

MEMORANDUM FOR RECORD

SUBJECT: BREWSTER HOUSE SITE PLAN
NEW WINDSOR PLANNING BOARD 91-27
FIELD VISIT 13 MAY 1992

On the subject date the undersigned and Building Inspector Mike Babcock visited the Brewster House site to review the status of completion of the site plan work. During our visit, it was noted that all work indicated on the site plan had been completed. One issue which is not indicated on the site plan, but should be addressed prior to the issuance of a Certificate of Occupancy, is the installation of handicapped parking signs for the three handicapped parking spaces. Mike Babcock indicated that he would follow-up on this matter.

In line with the above, and with the understanding that Mike will require the signs prior to the issuance of the C of O, I have no objection to the release of the site plan performance bond at this time.

Respectfully submitted,

Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

cc: Michael Babcock, Town Building Inspector
Larry Reis, Town Comptroller

A:5-14-4E.mk

5/20/92

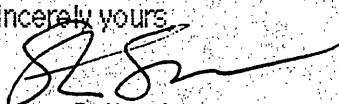
Brewster House 1762 Inc
Steven & Michael Sotland
293 Temple Hill Road
New Windsor, New York 12553

Mr. Larry Reis
Town of New Windsor Comptroller
Union Avenue
New Windsor, New York 12553

Dear Mr. Reis:

After meeting with Mark Edsall (Town Engineer) and Michael Babcock (Building Inspector) for our final site plan inspection, we were found to be in conformity with the requirements of our site plan. Would you please forward to us the bond which was posted for this site work.

Sincerely yours


Steven Sotland

January 8, 1992

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BREWSTER HOUSE SITE PLAN (91-27) ROUTE 300

Michael Scotland and Steven Scotland came before the board.

MR. PETRO: Okay gentlemen. I don't think we need a set of plans for this one, pretty well versed.

MR. PETRO: We have quite a few things to offer.

MR. VAN LEEUWEN: This is proposed, the as-builts are on here also, right, the lighting and all that stuff is on here.

MR. EDSALL: Probably I'm familiar with the variety of plans and the status more than anybody because I worked on it the last couple of days.

MR. PETRO: Before we get to the builders agreement end of it let's skip that first and lets clear up some technical things.

MR. EDSALL: Maybe if we clear it up we won't need the agreement. Comment one letting you know it did get conditional approval on the 13 of November last year. There's 23 conditions. We'll skip the builders agreement but I'll touch on the lighting. Second item they have received response from County Planning local determination obviously there's a requirement to pay fees and establish the bond amount so really the crux of the matter is parking and lighting. If you look in my comment sheet I have a memo in the back which basically outlines result of field meeting with Steve and myself and his electrician, Mike Raimondo on the 6th of January, Monday and I'm noting for the record what the different lighting fixtures as they're provided, what benefit they provide. I believe that the lighting is reasonable. We took foot candle readings, they peak out around ten shy of putting the meter in front of the light fixture, you're getting usable ten and it goes down below that as you get away from the fixture. However, the lighting appears reasonably adequate throughout the parking area. My only suggestions I list on my second page of the memo is that number one they look at upgrading the unit at the northerly entrance northwesterly entrance to the next increment of wattage I belief the rear light is a higher wattage if this was bumped up one increment it would help identify the entrance to the site and I believe help the site lighting. The second suggestion is that rather than have an exterior foot lamp type unit on the building that's going to be under construction that they look at putting something that's a little more less designed for the purpose of spreading out over a parking area without creating a problem for the incoming traffic on the southerly entrance. Other than those 2 suggestions and the second can be handled

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as part of the building construction I have no problem with the lighting. I don't think the board members have had a chance though to look at it.

MR. LANDER: It works now I took a look at it.

MR. EDSALL: So shy of those 2 suggestions which you could cover under the site bond that has to be posted by Town Hall now any way I have no problem with the lighting. Parking I had a number of comment in here but I was able to coordinate and to assist the applicant I was coordinating with their consulting engineer and what they've done is looking at my comment 4 they've created a 20 foot aisle between the parking bays which is what was shown on the original plan and I believe that's acceptable mainly because we have 20 foot spaces. They have as well eliminated the 3 spaces that were parallel to the highway in front of the building as per Bob Roger's request. They relocated the handicapped spaces to a functionally better location. I'd ask if there would be a dumpster enclosure, if it was moved over to that corner, that's something we can talk about tonight and I agree with Andy that it should be striped so when visitors attempt to locate a parking space it can be identified and as well the arrow, the arrows could be painted on the pavement to identify the correct direction of travel. Other than that, to be very honest with you the plan now is brought up to a level where I believe it's reasonably complying with the original plan and they've provided the additional parking to the south for the catering building so I have no problem if this plan is constructed.

MR. LANDER: One suggestion maybe, on the 90 degree marking in front of the curb we're going to have 20 foot aisle width. Why don't we go with angled parking here, 20 foot normally is not enough.

MR. EDSALL: 20 is tight. I was looking at 20 foot space which is somewhat larger than the average you pick up usable foot or 2 in addition. If you go angled there the only reason that their engineer recommended to me not to use it you would lose the ability to pick up stalls from either entrance.

MR. PETRO: Not that many spots that you're talking about both sides the back and the front. Have these storage sheds, have they been moved?

MR. BABCOCK: They haven't been.

MR. VAN LEEUWEN: Do you keep your catering tables and stuff in there?

STEVEN SCOTLAND: Yes.

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MR PETRO: The parking lot is not paved at this time,

MR. VAN LEEUWEN: It's paved.

MR. PETRO: But not striped.

MR. SCHIEFER: I saw it this afternoon and the entire parking lot is paved.

MR. LANDER: To the existing edge of pavement?

MR. DUBALDI: There's more paving needs to be done.

MR. PETRO: What about the internal curb? I heard some comments about that.

MR. EDSALL: To be very honest with you, it would be better not to have internal curbing so that the storm water could be sheet actioned off to the back whatever grass area exists. If you put in curbing, now they've got to put in catch basins, piping and find an outlet so there's a disadvantage to add curbing to the back they've got curbing in the front which is where you really need it which is the access from the state road.

MR. LANDER: They're going to have to add on the parking space to the rear here, you see the dashed line that's where the pavement is now and they have to go back into the lawn area to get the spaces that they need.

MR. SCHIEFER: I assume the applicant will pave the area that Mr. Lander is talking about.

MICHAEL SCOTLAND: Correct.

MR. LANDER: Until that time you can't stripe the lawn so they might as well wait on striping.

MR. PETRO: The dumpster how do you board members feel about that?

MR. VAN LEEUWEN: Good thing they put it off to the corner because they always smell.

MR. LANDER: It's going to have to be enclosed I think just to-- I don't particularly care for the stockaid fence but it would lend itself maybe to the or some type of wooden structure maybe not stockaid fence but something else, have to be closed have to have a gate on it. Normally we try to get it with the style of the building that's why I'm not saying--

MR. PETRO: Nice stone work.

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MR. LANDER: Maybe stone is a little too much but something made out of wood, chainlink fence is ugly. I don't care for that. If it was, if they were putting up a new structure we'd say make it out of block.

MR. PETRO: How about nothing.

MR. LANDER: We have to have something. Who wants to look at a dumpster.

STEVEN SCOTLAND: Do we have to enclose it?

MR. PETRO: Aesthetics.

MR. LANDER: So we don't have to look at it and so the garbage doesn't fly all over New Windsor, I don't know, we have been asking everyone that has come into the Planning Board to enclose the dumpster area only to keep the place so the papers don't fly all over. I don't think there's been one businesses establishment in New Windsor as long as I have been here that didn't enclose the dumpster and normally it's with block because they're putting new buildings up here.

MR. PETRO: McDonalds they blocked it and bricked it same as their building.

MR. EDSALL: What's customary is that the pad be poured concrete and you just build something around it.

MR. VAN LEEUWEN: I you do it blacktop, in the summertime with the heat the wheels will sink in the blacktop.

MR. PETRO: Okay now shall we get into the fun part of it, let's talk about this builders agreement. It's my understanding that you have conditional approval that we gave at the November 13th meeting and seems that the builders agreement is very long and complicated. Andy has drawn one up there's nothing wrong with it but you haven't done anything there since November 13th. Now to improve on any of the comments that the board has made, right? Do you have a copy of the agreement?

STEVE SCOTLAND: Such as.

MR. PETRO: Anything, the striping or the moving the sheds, some of the comments we made tonight.

STEVE SCOTLAND: The sheds were put on the site after actually I think a year and half ago, 2 years ago with a building permit. We have no problem moving them at this time. The striping I'm not even sure about. Original site plan it was stated that it would be striped, stated that it had to be blacktopped within 18 months, didn't say it had to

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be striped that's why we didn't,

MR. PETRO: Mark or Andy?

MR. KRIEGER: If I may, the large part of the builders agreement was addressed to the lighting situation which now appears to be somewhat moot. It required, it set forth a mechanism for the Planning Board engineer to do and inspection and render an opinion all of which has apparently been done. So at the outset I'd be anxious that the minutes reflect the fact that that's already been accomplished. The remaining dispute was with the number of parking spaces and I understand that that through the Planning Board engineer has been resolved. And I think those were the, were basically the 2 things that they can do. They couldn't actually put stripes on the parking lot until they got an approval from this board as to where the parking space is supposed to go. I you remember the last plan they had handicapped spaces in illegal locations so they could not nor should they have done any striping in accordance with that so if this plan is acceptable to the Planning Board, it's the first time that they can actually do that.

MR. PETRO: Which brings me to my point and I want to get some comments from Mark if it's legal and not have the builders agreement, all right, some of it's already moot and let's go with the regular bonding like you were supposed to do with any other applicant and seems to me that they're well on their way. The reason for this is that you technically have an approval once you leave here, you're going to get the building permit back and finish up what you're doing. You don't have to put the stripes there and what are we going to do about it so we can--but I'm saying we need some, the bonding.

MR. EDSALL: I'd suggest at this point that you have a new conditional approval or a new approval based on the plan and then have us follow the normal procedures, you may not be familiar with them when you ask for the C.O. for this additional building that you are looking to modify, site work must be completed or you would be required to bond the value over the remaining items of the site work.

MICHAEL SCOTLAND: At that time that's correct.

MR EDSALL: You would at this point establish the value of each item you're required to submit a bonding estimate, you don't have to post bonds but we agree to the estimate, you pay whatever fees are outlined in the current ordinance and then we just in effect have the bond amount established so if you don't finish we've already agreed to the amount so we don't have to dicker later.

MR. SCHIEFER: This would eliminate the need for builders

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agreement.

MR. KRIEGER: Although that was what I touched on was a major portion, I just want to point out some of the other features in the agreement that exist so that if the Planning Board decided whether this is something that they want to continue, whether or not in this particular case, bear in mind that first of all this project is apparently contrary to the application, is apparently owned by a corporation. If the town should seek enforcement in the future, they have number one, suppose some of these things aren't done and the town goes in to enforce it number one absent an agreement, it would have to be done by the town under a criminal standard. They'd have to prove beyond a reasonable doubt that it wasn't complied with very difficult standard to meet as opposed a civil standard of preponderance of the evidence a simple weighing. Secondly you have a corporation here when you mention that if the, if an action is brought it would be brought against the owner which is the corporation even if it results in most likely a positive result for the town would be a fine, there would be nobody individually or personally liable and the fine would be subject to whatever assets the corporation has at that point. As a practical matter, since they own the real estate, you should be able to get it but it may be a very difficult thing to do so the difficulty in fact that it is unlikely that a future Town Board might undertake such a thing in view of the difficulties.

The next thing that you have to be concerned about is because this is being, because that's commercial premises in which there will be, there maybe people who come in who will come in when they discover the approval because this is expansion of a commercial enterprise and challenge the approval. Particularly with respect to an Article 78 proceeding even if it has no ultimately has no validity, the very bringing of such a lawsuit would be a financial, a heavy financial burden on the town. As it currently exist, this is one of the things that the agreement is designed to address, if that action were brought, the town would have to defend that action at the town's expense. Even though arguably it's the town's interest that needs to be protected. That's something that's designed to be addressed. The last thing is if the premises are not and this has nothing to do with this particular applicant this is a general problem that exists with all sites in the Town of New Windsor, if it's not maintained in a sightly fashion or if it's allowed to become unsightly, absent such an agreement the only entity that you would have to enforce that against would be the corporation if you could enforce it at all.

MR. VAN LEEUWEN: Normally corporation you can't--

MR. KRIEGER: Not only that, then it becomes a question of

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unsightliness and you would have to prove beyond a reasonable doubt that it was unsightly, well I think that beauty being in the eye of the beholder, it's very easy to find it would be very easy to defeat such a standard by finding someone to come in and say looks fine to them.

MR. PETRO: You don't see any problem with going with normal proceeding with bonding, building agreements.

MR. KRIEGER: Provided all the items provided that you don't want those then that's what's left out of what the builders agreement would provide.

MR. PETRO: Mark, what do you have to say?

MR. EDSALL: First thing I'd like to do is I believe that you should be approving an amended site plan, you should make it very clear in the approval, in your approving this plan, the only revisions that you are approving relative to the original site plan would be the catering establishment with it's associated parking, some minor revisions to the lighting and as well creation of the parking lot in accordance with this layout, any other details would remain in effect as per the original site plan.

MR. PETRO: The original or the one approved on the 13th?

MR. EDSALL: I'm talking the original approval which was dated November 27, 1985. You know again, we should make it very clear to them that the current town law will seek bonding which is usually only available in cash form to guarantee completion of any work that isn't completed when they ask for the C.O.

MR. PETRO: Seems that they're fairly well along.

MR. EDSALL: They don't have a lot of work to do.

MR. PETRO: I don't see anything major, a little bit of blacktopping once they move the storage sheds I don't think you're talking about a big thing and it's in your best interest to forget all this and let's just go on that premise and amend the site plan to the 1985 plan, any more comments?

MR. LANDER: Mark, the handicapped spot in the front is that 8 foot wide--

MR. EDSALL: It's 8 foot space with a 8 foot striped area then another 8 foot space which is effectively a 12 foot space.

MR. LANDER: Instead of 123 and 13.

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MR. EDSALL: We've seen 12, 13 prior code was 5 and 8, State just amended it to 8, 8 and 8.

MR. LANDER: Okay.

MR. EDSALL: Obviously with handicapped as soon as being required which will be included in the bonding estimate.

MR. PETRO: Another quick thing before Carmen talks about it, any landscaping other than what's shown on here on the perimeter of the property anything there now or do you have plans. We didn't ask for it.

MR. VAN LEEUWEN: No I don't remember that.

MR. PETRO: That was the last time so do we want to ask for it, do we want to think about it, is it necessary I mean you have commercial parks down there, I don't know if it's--

STEVE SCOTLAND: Let me just make a comment. Back of the property line once you can in back of the parking lot, you're literally out in the woods, you can't do any landscaping in the back because of the woodline and on this side here is lawn area and trees on this side with Gannin Tire next to us. Curb out front we don't own, that's all concreted, that's State property. There's really no other landscaping we can do except around the building right up against the building.

MR. PETRO: Looks like part of your parking is calculated into State owned property.

MR. EDSALL: I know that Don Green normally doesn't agree with parking encroaching on the State properties, however they'd establish the curb line so one would assume that that's what they would want to establish as the edge of the parking lot, I don't have a problem with it since the State but it in that way I have to assume it's what they want.

MR. PETRO: Mark, do you have anything to add?

MR. EDSALL: No.

MR. VAN LEEUWEN: I make a motion to approve the amended site plan.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded. Are there any other discussions by any members?

MR. SCHIEFER: I'd like to make one comment on that. I was just told that you cannot landscape the back of their property? I'd like to rephrase. My understanding there's

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no need to landscape the back of it. Conceivably, you could but I see no need for it. You made the statement you can't, you could but I agree, there's no need for it back there but I'm just suggesting the back part of it with what's back there, there's absolutely no need it could be done.

MR. EDSALL: The only suggestion I would have on landscaping if they enclose the dumpster they may be severed well to put some type of planting to break up the effect.

MR. SCHIEFER: That's not shown on the map but I think the applicant understands we do want enclosures on the dumpster even though it's not on the map it's required. Beyond that, I have no comments.

MR. PETRO: Should we, before we take the vote should we spell out any of these new requirements that we're talking about tonight? In other words, the dumpster, moving the sheds, blacktop or--

MR. EDSALL: They're required prior to the stamping to submit the bond estimate for the improvements that I will review and I'll let Ron know when we have an acceptable estimate and all the fees paid and he will stamp the plan.

MR. BABCOCK: Is there anything that the board wants done and not bonded? Let's say the project stays exactly the way it is, he doesn't have very much work to do to his building right now to open up so within the next week he probably would be looking for a C.O. so most of this stuff won't been accomplished in the next week so it's going to be a hundred percent of the bond.

STEVE SCOTLAND: Right only because of the weather, we can't really do the work on the building, we're looking at maybe a week to ten days to complete the building.

MR. VAN LEEUWEN: See that's the reason why we had the builders agreement done so you can go ahead and move, keep it going.

MR. BABCOCK: So you know what I am saying right now what you're seeing on this site plan in my opinion you know most of this stuff couldn't be done right now if the sheds are something that you want moved before the C.O. or anything that you don't want bonded then I think that should come out of the board tonight.

MR. PETRO: I think certain things that could be done now should be and I think it should all be bonded there's nothing that should be left out.

MR. BABCOCK: We'll bond it all but is there anything that you want done before the C.O. is issued on the building?

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MR. VAN LEEUWEN: We'll leave that up to you.

MR. BABCOCK: That's what I am saying.

MR. EDSALL: They won't be able to get pavement so--

MR. PETRO: But that's in your hands.

MR. EDSALL: They could stripe those portions of the parking lot that are not to be paved or for future paving they can put up the handicapped parking signs, stripe that.

MR. BABCOCK: If you are going to move this back that would be confusion. This has to be shifted back.

MR. EDSALL: Okay I see. Don't forget about your light that you want to change the one that was blinding everybody. We'll include that in the bond.

MR. KRIEGER: And that should be a condition because it's not shown on the map if you are going to approve the map that it is a condition that they do that.

MR. BABCOCK: Mark, is the applicant familiar with the cost estimate on this?

MR. EDSALL: Bonding estimate we'll have to work on that Matter of fact what I would suggest is that then asked to add the enclosure on the plan just a note to that effect so that there's New lighting so the plan reflects what you want and the plan that Ron stamps will be the plan that you are ultimately approving.

MR. VAN LEEUWEN: I move the question.

MR. PETRO: We have a motion on the floor made by Mr. Van Leeuwen and seconded by Mr. Schiefer that we approve the amended site plan for the Brewster House Restaurant subject to the minor corrections set forth earlier.

MR. SCHIEFER: I did not second it, somebody else did.

MR. LANDER: I seconded it.

MR. PETRO: If there's no further comments, I'll take a vote.

ROLL CALL:

MR. DUBALDI	AYE
MR. VAN LEEUWEN	AYE
MR. SCHIEFER	AYE
MR. PETRO	AYE

January 8, 1992

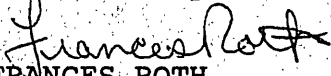
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MR. LANDER

AYE

Being that there as no further business to come before the board, a motion was made to adjourn the meeting by Mr. Dubaldi, seconded by Mr. Lander and approved by the board.

Respectfully Submitted:


FRANCES ROTH
STENOGRAPHER

12/11/91

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BREWSTER HOUSE AMENDED SITE PLAN (91-27):

Representative for Brewster House did not attend meeting.

MR. KRIEGER: As the Board will recall, the last time this was on they asked me to approve it subject to my having drafted an agreement for them to sign. I did that. I submitted the proposed agreement to them which was very similar in construction to the agreements you've already seen. Specifically, ... and the Biagini Grove Homes agreement come to mind, I believe there are others as well. In any case, their attorney's took exception to large parts of that agreement. They proposed a draft, they sent it over to Mark and Mike. The upshot was with some objections on Tuesday, they hand delivered to me a new draft, this time already signed which addressed and went back to very close to what I had originally proposed and addressed all but a couple of the problems. I spoke to Mr. Rider, the applicant's attorney, today on the telephone and resolved the remaining points, the points I felt were necessary. With those resolutions, the agreement so far as I'm concerned, is now in a condition that it can be signed. I understand however, from talking to Mark, as I have a number of times on this, that from his point of view there may be some items as yet to be resolved. As far as I'm concerned, the agreement is okay, but, I would ask that you see what Mark has to say.

MR. SCHIEFER: Mark, do you have some areas where some comments on some illegal things they're doing.

MR. EDSALL: I have one that was given to me, I don't know that others were, but, I have one that was given to me on Tuesday. Obviously, I haven't had a chance to look at it but relatively quickly but, the handicapped parking spaces shown on the plan, as you can see, are not our normal side by side parking spaces, although, it was probably a nice attempt to get them to space these as close to the entrance as possible. They don't meet the State requirements.

MR. VAN LEEUWEN: They don't?

MR. EDSALL: They need to have that striped access way exclusive of the driving lane, because this is if they were side loading out of a van, they are side loading into the traffic lane.

MR. LANDER: Is it 30 ft. and 30 ft. in between those

MR. EDSALL: And I believe that they have a problem in clear space here.

MR. LANDER: Sure.

MR. EDSALL: So, what I think I have to do is review this plan. I'm sure they want to expedite this, I don't know how you want to handle it.

MR. LANDER: How did they do with the lighting? What do they plan on doing with the lighting, there has to be lighting in this parking lot.

MR. EDSALL: Well, they're just relocating what lighting is there now. They don't show any additional lighting other than one light down there.

MR. LANDER: Are they going to make them work?

MR. EDSALL: I assume so, is that part of the agreement Andy?

MR. KRIEGER: Yes.

MR. LANDER: It has to be lit. The parking lot has to be lit.

MR. EDSALL: They have to make operable, what was proposed in the original plan.

MR. MC CARVILLE: The original site plan is not complete.

MR. SCHIEFER: The original site plan has changed. This is not what we originally saw. I think Mark has to work with them to straighten that out.

MR. LANDER: Mark, you didn't see this yet until tonight, right?

MR. EDSALL: No.

MR. LANDER: Well, all I know, everybody had in their folder about I asked if this was going to be a retail store and they said no, it was going to be catering. Now it's a retail gourmet food store.

Multiple discussion inaudible....

MR. KRIEGER: That was a point that I discussed with the Board. I understood that at the time they made the application that it was going to be catering. That there was going to be a certain amount of going and coming, which is I believe endemic or included with the word catering. I specifically discussed with Mr. Rider today, however, this advertisement based on a conversation I had with Mike, I hadn't seen the add yet but, I knew that it was there. What Mr. Rider told me and I explained to him that that causes, that that might be interpreted as being at variance with what was represented to this Board the last time. What he said to me was the following: That the wording of the advertisement, which he had currently had not seen, was obviously ... that it was probably contracted for prior to the last meeting that they had. Prior to representations that were made here and obviously, that it was done without their consultation with the counsel ahead of time as to whether that should be done or not. He told me that they still stood by what they said here the last time. I told him that I would pass those comments along to the Board which, I have now done so. I do so without comment either way but just to report the conversation that I had.

MR. LANDER: So far as I know, when it was told to them that if it was going to be a retail store, then they would have certain things they would have to change. So, the only thing they changed was the words. It's going to be the same store but, a different word. So, let's not be as naive, cause I know we're not. I know that no matter what they say, it's going to be a retail store. If it's going to be a retail store, then get the parking calcs up to retail store. If it's going to be a catering facility, then that's what it is.

MR. VAN LEEUWEN: It's now a catering facility. They do cooking in there and they store equipment in there okay. The way I understand it, they told us they were going to... I haven't seen the minutes yet okay, that they are going to sell gourmet foods out of that little building. That was my understanding.

MR. LANDER: That was not what was represented here.

MR. DUBALDI: Gift baskets. Gift baskets as well.

MR. LANDER: I asked that specifically at the last meeting they were, when they were at the last meeting, and I did ask if they were doing catering, that means you prepare the food and you take it someplace or somebody comes to get it.

MR. VAN LEEUWEN: They are using it for catering now. What they were looking for is a retail type of store where people could buy cakes and so forth.

MR. LANDER: That is not what was represented here at the last meeting. I didn't hear that at all.

MR. MC CARVILLE: What does the site plan say?

MR. VAN LEEUWEN: I heard that.

MR. LANDER: Catering.

Multiple conversation....

MR. PETRO: Mr. Chairman, do you have a copy of last week's minutes? Pull it out and Myra can look it up real quick.

Multiple conversation....

MR. LANDER: Let me tell you something, when they had approval in '86, I wasn't even on, I got on the Board in '87 and they got approval and they never did anything that resembles what is there now.

MR. MC CARVILLE: I think they had every intention of putting a retail store in there.

MR. VAN LEEUWEN: I was under the understanding that they were....

MR. KRIEGER: I recall it the way that Mr. Lander recalls it, that that work was specifically ruled out and I merely say to you that that advertising, that in the minds of a reasonable person, may raise a question as to that.

MR. PETRO (Reading from 11/13/91 minutes: "Steven and his father are local business people who in 1985 attained a variance for the site for a restaurant, off premises catering business."

Okay, that's number one, "Who are in to pick up the provisions, platters, baskets that they prepared to do so without interfering with their restaurant trade."

Down here, "Parking for the catering business is separate from that"

MR. BABCOCK: Mr. Chairman, maybe I can say one thing, I think just for the Board's knowledge, I think the reason why the word retail is not being used on this application, is because we are talking about a PI zone, where retail is not permitted. That's where one of the problems ..

MR. KRIEGER: Nowhere is it mentioned in the previously granted use variance. The word never comes up in the previous use variance. That's why the question arose.

MR. BABCOCK: I think we should demonstrate for the record that the applicant was notified to be here tonight and there is no one here.

MR. KRIEGER: I did advise them, by the way I advised the attorney for the applicant today in a telephone conversation, that this would be on the agenda for discussion purposes tonight and he asked did he have to be here, I said no, you don't have to be here but, it is going to be discussed. So, they had notice. They had an opportunity to be present.

MR. DUBALDI: Mr. Chairman, what is the exact status of this application? Is it approved with the subject to or...

MR. SCHIEFER: It's approved but, it seems to have been changed.

MR. EDSALL: No it's conditionally approved. This application is conditionally approved with three conditions.

MR. LANDER: The question now arises, Carmen, is was the conditional approval that was granted granted on erroneous information, which would invalidate the approval. So Mark, you can't tell, because you just saw the print tonight, whether or not they have enough parking. Is there a different parking calc. for catering and retail.

MR. EDSALL: The way we do the parking calculation for catering was we used the same calculation as would be used for retail because that's the pickup area. The square footage for the pickup area we used 1 for 150 which again calculation has to be on the plan.

MR. VAN LEEUWEN: You figured 2 or 3 parking places in the front and we complained about the two sheds in the back being in parking places okay, but, I was under the understanding they were going to use it for retail. Now, where I got that from I don't know.

MR. EDSALL: The problem with retail is that the reason why they are saying catering and the reason why they can't say retail on the plan is that retail is not a permitted use in the zone.

MR. LANDER: I told you, they are playing a word game. It's not permitted so now they've got to get a variance and they don't want to do that.

Discussion continues inaudible....

MR. SCHIEFER: Jimmy, did you just go through the minutes? What does it say?

MR. PETRO: Basically, it talks about catering.

MR. SCHIEFER: They do not mention retail. We did not approve retail.

MR. LANDER: They call it catering so that they don't have to go for the variance alright. They knew they had to go for a variance. If it was retail, they had to go for a variance and they didn't want to do that. Why, because number one they were under construction, two, I don't even think they had a building permit.

MR. VAN LEEUWEN: They were doing it already and Mike put a stop work order on it, remember he told us that. We told them they could go ahead ...

MR. SCHIEFER: Let Jimmy read this.

MR. PETRO (Reading from 11/13/91 minutes): Here is the approval we gave them, the conditional approval, "I would like to make a motion to approve the following Brewster House Site Plan amendment upon the following conditions are met: Builder's agreement, which encompasses the parking, the sheds on the property and the lighting, and upon receiving approval from Orange County Planning Dept. and all fees and bonds are in place." So that was the approval. Now does the approval encompass a retail.

MR. LANDER: We have no developer's agreement...

MR. KRIEGER: Number one, as far as the agreement, as far as the approval is concerned, the approval is based on the information presented. You now have to decide whether that's...

MR. VAN LEEUWEN: They don't have anybody here. We don't have any information here.

MR. KRIEGER: As far as the developer's agreement is concerned, I will tell you that I proceeded to draft the developer's agreement. I understood my mandate from the Board to be and I want to know if I'm not doing what you want me to do, I understood that it had to specifically encompass those things and that I was to use my discretion to do the things that I thought were necessary to protect this Board and to protect the Town along the lines of what had been required of others in the last couple of years. I drew up an agreement which addressed those three items specifically, I came up with a method of resolving those things having those things resolved and I incorporated into the normal protection clauses and devices that we've utilized in the past that the Board has used in the past to protect itself. I can tell you that there was some considerable resistance and exception to those items and they were not specifically mandated by this Board, I understood my mandate to be, however, address those three things and implied in that is do what you think is necessary to protect the Board and protect the Town as always.

MR. PETRO: I don't see anything that means that. You read any of Mark's comments here as far as lighting of the project, there has not had submittal anything addressing this issue. Proposed bond calculation of this site, nothing on this issue. The same thing with everything that we did.

MR. KRIEGER: With respect, you will understand that there are two different aspects and, this is why you have both an engineer and an attorney. It is my job to ... an agreement and provide the framework. It is Mark's job to look at the particulars or look at the lighting and say, okay, now that we have an agreement that says that he's going to abide by and provide sufficient lighting, is what he is doing sufficient. With respect to the parking for instance, I could tell you that I put the original agreement, he has to provide parking in accordance with the laws of the Town of New Windsor and, I left it as a blanket for precisely that reason, so that it could be adjusted as necessary. Is it retail or is it not, is it's layout adequate rather than my, as an attorney, attempting to get into the details of how you do a parking space, which is I do not....

MR. PETRO: Let me ask you this. You're not complete with this. Therefore, he doesn't know what he's supposed to be doing, is that what you're saying?

MR. VAN LEEUWEN: Yes he does. He knows...

MR. KRIEGER: He knows according to this agreement, he's got to comply with the laws, that's what the agreement says. Now what are the laws and regulations specifically, that's Mark's job and that's Mike's job to tell him. It's my job to bind it in here so what they tell him that he's got to comply with.

MR. PETRO: So in other words, he should be working doing something because in need your finished agreement ...

Multiple conversation...

MR. KRIEGER: What I'm indicating is, the agreement is really one of two shoes. He needs the agreement and that is in a form satisfactory as far as I'm concerned right now. That's number one. That gives you the general frame work, he needs the particulars when he says okay, I've got to provide parking spaces this is what they have to look like for the particulars. The agreement binds him to do it for the particulars, that's shoe number two and that he's got to pass by on....

MR. PETRO: The way it seems to me is that he got a conditional approval, went over there and finished up his little shop for the holiday season, alright, so he...

MR. MC CARVILLE: That little shop was never approved..

MR. VAN LEEUWEN: I went past there this afternoon, it's not done.

MR. PETRO: They're not working in there?

MR. VAN LEEUWEN: I didn't see anybody in there, did you Mike?

MR. BABCOCK: I don't know what's been done there. I haven't been there myself.

MR. VAN LEEUWEN: Did you lift your stop work order.

MR. BABCOCK: No..

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MR. VAN LEEUWEN: He put a stop work order on it. It's a dead issue guys. Nothing has been done.

MR. SCHIEFER: Well, if it's a dead issue and the man is not here, I think we are going to have to wait till he gets here. Right now I'm hearing he did not get approval as a store. It's a catering business.

BREWSTER HOUSE SITE PLAN (91-27) TEMPLE HILL ROAD

Mark Taylor, Esq. and Craig Marti came before the Board representing this proposal.

MR. TAYLOR: My name is Mark Taylor. I'm an attorney with the firm of Rider, Weiner, Frankel and Calhelha and with me tonight is Craig Marti an engineer with Frank Valdina's firm. We are appearing tonight on behalf of Steven and Michael Sutlan (phonetic), who are seeking a site plan amendment pertaining to the small accessory building on the left hand side of their property. Steven and his father are local business people who in 1985 attained a variance for the site to operate the restaurant on an off premises catering business. We have provided a copy of that variance to the attorney, Mr. Krieger. Up until this time, the accessory building has been basically been used for food preparation and storage. The Sutlan's have sought a building permit to remodel the accessory building so as to permit those catering customers who are in to pick up their provisions, platters, baskets that they prepared to do so without interfering with their restaurant trade.

MR. SCHIEFER: Let me ask you a question, you have a storage shed and catering building, you're talking about the one identified as catering building on the map?

MR. TAYLOR: That is correct. Mr. Sutlan has explained to me on the interior of the building they'll be continuing to put together their platters and baskets. They will have a small counter in front so the customers can present themselves and they can pass provisions over, cash register and they'll have shelves along the walls for display and storage.

MR. VAN LEEUWEN: Building is used now for catering, correct?

MR. TAYLOR: Correct, for food preparation essentially. With the goal in mind of segregating the catering traffic from the restaurant traffic, they have proposed to revise the site so as to introduce a scheme identifying parking for catering customers only and light which will insure that the parking for the

catering business is separate from that.

MR. VAN LEEUWEN: Four parking places enough for that?

MR. BABCOCK: For the size of that building, it looks like it.

MR. EDSALL: Based on the information that we had in the technical work session, it should be but one of my comments is that the calculation I asked for is not on the plan so we don't know.

MR. VAN LEEUWEN: What do you want to see the rest of the parking?

MR. EDSALL: For the catering building if that is what you want, we have to see the dimension to be used for the pickup, I guess, is the only way you can do it, there is in the parking requirement for pickup catering there is a requirement for retail sales. It depends what you want to apply.

MR. VAN LEEUWEN: I don't see a real big deal here, do you, other than --

MR. MARTI: If you look at the gross area of the building, floor space is based on the gross area 600 divided by 150, 1 parking space per 150 square feet, even with the gross area four parking spaces would be enough.

MR. VAN LEEUWEN: I would say so.

MR. EDSALL: As long as that is not eliminating any of the parking spaces that your clients used for the restaurant, I'd say that is okay. We should have a basis shown on the plan because parking requirements don't change. The criteria for 1 per 150 per sales area could change a lot at some point in the future.

MR. SCHIEFER: We'll ask the applicant.

MR. PETRO: Don't forget the 150 is not going to take in the handicapped so you really only have three spaces.

MR. EDSALL: Handicapped can be included, that's just one of the spaces.

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MR. VAN LEEUWEN: I make a motion we take lead agency.

MR. PETRO: I'll second it.

ROLL CALL:

Mr. Petro	Aye
Mr. VanLeeuwen	Aye
Mr. Dubaldi	Aye
Mr. Lander	Aye
Mr. Schiefer	Aye

MR. PETRO: I have a question for Mark. What is the nature of the problems that were not on the site in '85, what was not completed or what wasn't done, you have mentioned here.

MR. EDSALL: I'm just noting I have both plans unless you tell me make a review, I will not. However, you should not that the two plans do not coincide, what is shown as as-built here doesn't necessarily reflect what was approved in '85. That's all I say at this point.

MR. PETRO: Mike, do you have anything to add to that?

MR. BABCOCK: No.

MR. VAN LEEUWEN: You don't want to get into what it is?

MR. EDSALL: Different curb arrangements, lighting that was shown but not installed, internal curb arrangements, storage sheds that are in the way of parking spaces on the original plan.

MR. LANDER: I think you should review it.

MR. DUBALDI: I think he should too.

MR. SCHIEFER: If it's not built as approved, we would like to see it reviewed. You have any comments?

MR. VAN LEEUWEN: If that is the case, I don't see any big deal.

MR. SCHIEFER: If it's not as planned doesn't mean it's

not acceptable.

MR. PETRO: It's not going to affect what they are doing now so I don't know if we have to do that or not. What they are asking for now is not going to have anything especially over here.

MR. SCHIEFER: We are also being told that we approved something that isn't the way it's built and now the applicant wants something else. The only time we get a chance is when they are in for another application.

MR. VAN LEEUWEN: I note two storage sheds in the back are not part of the original approval. Depends what they are sitting on. Are they storage sheds, are they moveable, are they on permanent foundations?

MR. MARTI: They are basically wooden sheds which are built on wooden foundation which is basically sitting upon blacktop. It's basically paved beneath the storage sheds, basically just built a floor and put the shed up so it's sitting on there and I don't see that would be a problem, even moving them over the parking.

MR. VAN LEEUWEN: One thing Mark is going to be interested in for the square footage of the restaurant if you have enough parking here otherwise if we did approve it, it would be illegal. We can't do it.

MR. LANDER: I'd like Mark to review the plan to see if it was built out the way the approved plan was.

MR. EDSALL: It obvious that it's not.

MR. SCHIEFER: I'd like Mark, what I've suggested they are in for an amendment show us the existing conditions, let's see if it complies as an overall site and then you can approve the new site plan which will supercede the old one. And in the new site plan make sure that the four parking spaces do not take away from the approved number of parking spaces we originally had for the restaurant.

MR. EDSALL: We have to worry about the storage sheds, do they meet the setback requirements.

MR. SCHIEFER: I think it is unanimous you should review how this deviates from the approved plan.

MR. TAYLOR: I would request that you at least give conditional approval in case subject to further review, it's critical for our client to get this improvement done now as his business is very seasonal and the holiday season is approaching and if the improvements aren't made, he won't be able to take advantage of that.

MR. SCHIEFER: I completely understand but when I'm told that the applicant has done something that we have not approved, I suddenly want to know what it is. How do the rest of you feel about it?

MR. VAN LEEUWEN: I'll tell you something. I have no problem with that, okay, as long as Mark says I'll leave it in Mark's hands, if he so wishes that the plan with the exception of two sheds coincides with the original plan we approved.

MR. EDSALL: It doesn't.

MR. DUBALDI: I'd like to see the differences.

MR. EDSALL: Here's the plan, you can look at it.

MR. PETRO: How grievous are the differences?

MR. EDSALL: Spacing.

MR. SCHIEFER: It's more than the sheds.

MR. VAN LEEUWEN: But I said other than the two sheds.

MR. SCHIEFER: Two sheds we can move.

MR. VAN LEEUWEN: How many square feet, do we have enough parking places on this plan?

MR. EDSALL: On this one, yes but for the use --

MR. PETRO: Maybe the problems are something that we can discuss now and they can take care of along with the conditional approval.

MR. SCHIEFER: Do you have enough information to go into that?

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MR. EDSALL: Right now, I have no idea what the Board wants, other than if you tell me take care of it. I don't know what you want.

MR. SCHIEFER: I want to know what they have not done.

MR. EDSALL: Interior arrangements of the curbs are different. There is not site lighting as is shown on that plan, that's different. I don't know if the parking spaces, there's sufficient parking spaces because they are not telling me on this new plan how many seats and they are not depicting the parking arrangement. So --

MR. KRIEGER: As I understand it in the new building, there are no seats at all so the restaurant would be whatever the seats in the restaurant were.

MR. PETRO: Other thing also on this plan, the spaces that are going to be for the catering building, are taking away from four that are originally there plus the two from the storage shed so that's five.

MR. DUBALDI: You said the lighting was different?

MR. EDSALL: There was several light fixtures shown on the original plan that to my understanding --

MR. VAN LEEUWEN: We are not going to meet for another month, if we can help him out a little bit, I'd like to do it. If we can't, we can't.

MR. SCHIEFER: I'd like to help him out but how do you know it's not going to happen again?

MR. PETRO: The curbs you can live with because the State just did them.

MR. KRIEGER: I'll suggest a way in which you can do it if you care to. If you indicate what you want at this point, what you want him to do, I can do it in terms of a developer's agreement with the attorney's for the applicants. That way, if they violate it, you have not only the review process here but you have the ability to take him in immediately to court.

MR. VAN LEEUWEN: Are you willing to go along with that?

MR. SCHIEFER: Mark is telling me he doesn't know what it is.

MR. TAYLOR: I'd have to confer with my client.

MR. SCHIEFER: Mark is not ready to tell us.

MR. EDSALL: My only concern is do you or do you not want the lighting that was originally shown.

MR. VAN LEEUWEN: Absolutely.

MR. TAYLOR: The story behind the lighting is that they did install the poles and lights required by the original site plan. Those lights unfortunately never operated, they sued the contractor who made the installation and were unsuccessful in the suit. In the meantime, the parking lot had the blacktop laid down and correcting the problem would involve digging up the macadam.

MR. VAN LEEUWEN: Let's go back a little bit. We gave your client a year to put the blacktop in after the site plan was approved, after all the things were done to it. We gave him a year extension to put the blacktop in. Now, if those poles were in there and then they put the blacktop in, that give to me.

MR. TAYLOR: I'm not fully familiar with the situation.

MR. EDSALL: There's no restriction in running the lighting conduit along the outside of the paved area.

MR. PETRO: Make a couple saw cuts through the blacktopping.

MR. TAYLOR: There's lighting that was installed by Central Hudson as well other than poles which were indicated on the new site plan, the light pole typical height appears on the four corners of the parking lot and within the new DOT curb. There are lights on them.

MR. EDSALL: All five of these have lights?

MR. MARTI: I believe so. I'd want to check again as part of your review and I can discuss that with you.

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MR. EDSALL: I don't have enough information.

MR. SCHIEFER: The only way I see it and this is a little bit wild if everything, if we approve this new thing he's asking for, providing everything else is brought up to the original approval and I have already been told we can't do some of that because some problems they had themselves.

MR. VAN LEEUWEN: We can do it with the builder's agreement, we can give an approval subject to the builder's agreement and Mark reviewing the plans and the plans come back here and be reviewed and he cannot moved ahead until the builder's agreement is signed and sealed and take it from there.

MR. SCHIEFER: He has to build everything to the original approval because we have nothing right now. We don't know what isn't.

MR. DUBALDI: What do you mean he can't move ahead.

MR. VAN LEEUWEN: If he signs the builder's agreement, he's obligating himself to the town to do what we want him to do. If we go ahead and give him say go ahead and move in there, operate your store, he doesn't have to come back to us but with the builder's agreement that Andy can draw up then he's got to come back to us.

MR. KRIEGER: Actually gives the town a number of options, either come back here or the town could take him in a civil suit, they can take him directly to town court for failure to abide by the contract.

MR. DUBALDI: My question is is that, are we going to make him do what was on the original site plan so actually this site plan is not --

MR. VAN LEEUWEN: Not necessarily, we can approve the new site plan with minor changes to the old one or equal to that, we can do that.

MR. PETRO: He has sufficient lighting.

MR. SCHIEFER: You don't have sufficient information to approve it.

MR. VAN LEEUWEN: He's got a pole sitting here and a

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pole sitting here and a pole sitting 10 feet away, doesn't mean he violated site plan in my book.

MR. PETRO: Big thing will be the parking, he's overlapped four spaces right here.

MR. LANDER: How many spaces were required and how many provided on the original site plan?

MR. PETRO: Thirty-one.

MR. LANDER: How many required, thirty-one required?

MR. PETRO: One space for three seats, seating capacity 90, area parking 33 so he will have a problem because he had a shed on three of them and he's overlapped four, that's only one issue.

MR. SCHIEFER: I agree completely, agree with the builder's agreement but Andy's telling me what do I put in it, what does he have to meet and the only thing I can say is he has to meet is the original site plan.

MR. KRIEGER: Only caveat I can think of in view of the fact Central Hudson put in the lighting is if you want to change the lighting requirements from the original plan, I would ask that you specifically it --

MR. VAN LEEUWEN: The biggest thing is the parking and it isn't that he doesn't have enough land.

MR. SCHIEFER: Do you know that that is the only thing? I don't.

MR. PETRO: Has to add area for the catering building.

MR. SCHIEFER: I think Mark has to review it, unfortunately. I think we have to ask Mark to find out where they have deviated in the meantime get together with the applicant and see what he can come up with, if he wants to meet the original requirements or come back to us for approval of the modified site plan.

MR. EDSALL: The major items I see number one, is the lighting that's been put in by Central Hudson and equivalent to what was shown. Number two, do they still have sufficient parking and I believe that you should require that they strip it, I don't think that

it should be wherever you decide to turn the car off, that's where the parking spaces are and the other thing is the sheds, they are taking away parking spaces. They have to be put somewhere but it has to meet current zoning. Other than those three, I don't see, unless you want --

MR. KRIEGER: With the sheds that if they don't meet the current zoning, they have to be removed or permits have to be obtained for them. Let the applicant decide what they want to do.

MR. PETRO: Get back to our other problem. Obviously, you have already started working on this project.

MR. TAYLOR: Yes, our client did.

MR. PETRO: And he received a stop work order and he wants to continue?

MR. TAYLOR: Yes, that is correct.

MR. PETRO: And make some money over Christmas.

MR. VAN LEEUWEN: The only way is with a builder's agreement.

MR. KRIEGER: He has to comply with the original site plan in that he has to provide the required number of parking spaces, whether he's going to use sheds or remove them, that's up to him. He's going to have to apply.

MR. VAN LEEUWEN: He's got land to move them back. He does have the land.

MR. KRIEGER: Then he has to supply, you know what we need 30. He's got to supply 33 plus the 4 parking spaces, you should determine at this point whether Central Hudson lighting is sufficient. If it is, he shouldn't have to comply with putting additional lighting in.

MR. DUBALDI: What about the timber curb in the middle of the parking lot, are we, the timber curbing that was supposed to be put on the exterior and also in the middle, are we going to require him to put that in as well?

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MR. VAN LEEUWEN: I don't think it's necessary.

MR. DUBALDI: Are we going to require him to put the grass area with some landscaping that was shown on this plan with -- I don't see on this plan are we going to delete that?

MR. KRIEGER: If the original plan was developed before the State curbs were there, then those features that Carmen is talking about it's up to the Board, I suggest that they look at it, those features may have been a good idea then, they may not be a good idea today in view of the, what the State has done.

MR. PETRO: If we get a builder's agreement and we add here to the three conditions that Mark has mentioned, the parking, lighting, and the sheds, let him go ahead, get something going there. The place overall Carmen's comments it's not an unsightly place whether it has timbers and it's easy to plow and maintain, let him get going in the meantime he can address the issues and get him back in a month.

MR. SCHIEFER: I'd like to get him, go ahead, I see no problem that identifies the three things that should go in the builder's agreement, parking, lighting and sheds.

MR. KRIEGER: What do you want to see done?

MR. VAN LEEUWEN: Enough parking.

MR. KRIEGER: Suppose they come up and show that there is enough parking, they provide 33.

MR. PETRO: If they take it, the calculation, the building might have changed since '85, it might be less, maybe they need less, who knows or more, let them figure it out.

MR. KRIEGER: If you say the parking place is to comply with the code --

MR. EDSALL: Worst thing if they don't have parking take some seats out.

MR. SCHIEFER: Is that acceptable to you, give you, if

you go sign a builder's agreement, you'll do these things in here. If they are not, we have the right to take you to court?

MR. TAYLOR: I can agree conditionally on confirming with my client.

MR. SCHIEFER: That way you can get going on this things as soon as you get the builder's agreement drawn up with Andy, we'll go ahead and you can start. I don't want to put a time limit but that's a lot better than waiting for one more meeting and if you're not on that, you're going to wait until next year to get started.

MR. PETRO: If Mark gets his fingers deep into this thing, it will be next June.

MR. BABCOCK: I'd like to let you know it's against the town law for me to issue a building permit until site plan approval, that's where the complication comes in.

MR. KRIEGER: Vote for an approval subject to.

MR. VAN LEEUWEN: We'll make an approval subject to the builders agreement and he meets those conditions.

MR. KRIEGER: The plan won't be stamped until the builder's agreement is in place. For my help in drawing this up, what specifically is it that you want done with the sheds, anything in other words what I'm saying perhaps the sheds don't have to be addressed separately, the parking will take care of it.

MR. PETRO: Parking and it's required setbacks on the sheds, you have both things to consider when you're looking at the sheds.

MR. EDSALL: It meets it now but first of all, he has to start with the parking. He has to delineate it so the spaces are correct, aisle widths are correct and he can get the number of spaces or reduce the number of seats. Next if he needs the space for the parking spaces, sheds got to go someplace else or they have to go off the site.

MR. KRIEGER: At that point it's self-executing if he needs the space for the parking he needs it, he has to

November 13, 1991

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comply with the parking. Either put he sheds in a place where they'll comply with the code or get rid of them.

MR. VAN LEEUWEN: Just put that in your paper work. I make a motion to approve the site plan subject to number one --

MR. DUBALDI: We have everything?

MR. VAN LEEUWEN: I'll withdraw the motion.

MR. PETRO: I make a motion that we accept lead agency.

MR. VAN LEEUWEN: I'll second it.

ROLL CALL:

Mr. Petro	Aye
Mr. VanLeeuwen	Aye
Mr. Dubaldi	Aye
Mr. Lander	Aye
Mr. Schiefer	Aye

MR. PETRO: I'd like to make a motion that we have to send this to the Orange County Planning Department conditional to local determination upon receiving an answer which is going to take 30 days, it's within 500 feet, its right on the road and it has to go to Orange County Planning.

MR. VAN LEEUWEN: This is a lengthy process. I make a motion to waive the public hearing.

MR. PETRO: I'll second it.

ROLL CALL:

Mr. Dubaldi	Aye
Mr. Lander	Aye
Mr. Petro	Aye
Mr. VanLeeuwen	Aye
Mr. Schiefer	Aye

MR. PETRO: I made a motion to Orange County Planning.

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MR. SCHIEFER: You don't need to make a motion. It's got to go to Orange County Planning.

MR. VAN LEEUWEN: I'll make a motion to approve to the following then add yours in, okay?

MR. DUBALDI: I make a motion we declare a negative declaration.

MR. PETRO: I'll second it.

ROLL CALL:

Mr. Petro	Aye
Mr. VanLeeuwen	Aye
Mr. Dubaldi	Aye
Mr. Lander	Aye
Mr. Schiefer	Aye

MR. PETRO: I'd like to make a motion to we approve the Brewster House Site Plan Amendment upon the following conditions are met, builder's agreement which encompasses the parking, the sheds on the property and the lighting and upon receiving approval from Orange County Planning Department and all fees and bonds in place.

MR. VAN LEEUWEN: I'll second it.

MR. SCHIEFER: Any discussion?

MR. KRIEGER: I have a question with respect to the, with all do respect, what do you want to do with respect to the lighting, do you want them to put in the original lighting or --

MR. SCHIEFER: I want Mark to determine whether that's good enough. Mark says it's acceptable it is.

MR. EDSALL: I'll compare the two. We don't know if there is one fixture or five so until we find out.

MR. SCHIEFER: Leave that up to the engineer.

ROLL CALL:

Mr. Petro	Aye
-----------	-----

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Mr. VanLeeuwen	Aye
Mr. Dubaldi	Aye
Mr. Lander	Aye
Mr. Schiefer	Aye

MR. LANDER: I just hope they do what they say they're going to do this time around so we don't have to come back.



Louis Helmbeck
County Executive

Department of Planning
& Development

124 Main Street
Goshen, New York 10924
(914) 294-5151

Peter Garrison, Commissioner
Richard S. DeTurk, Deputy Commissioner

ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 37 91 M
County I.D. No. 4 / 3 / 11

Applicant Sotland, Michael/Steven B. - Brewster House

Proposed Action: Site Plan - To use accessory bldg. for off-premises catering

State, County, Inter-Municipal Basis for 239 Review Within 500' of NYS Rte. 300

Comments: There are no significant Inter-Community or Countywide concerns to bring to your attention.

Related Reviews and Permits _____

County Action: Local Determination XX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

11/25/91

Date

Commissioner

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION

(Variances, Zone Changes, Special Permits, Subdivisions, Site Plans)

Local File No. 91-27

1. Municipality TOWN OF NEW WINDSOR Public Hearing Date _____

☐ City, Town or Village Board ☒ Planning Board ☐ Zoning Board

2. Owner: Name Sotland, Michael P. & Steven B.

Address RR#2 Box 270A, Wallkill, N.Y.

3. Applicant*: Name _____

Address _____

* If Applicant is owner, leave blank

4. Location of Site: Temple Hill Rd. (Rt. 300) 500' South of Union Ave + Rt. 300 Int.
(street or highway, plus nearest intersection)

Tax Map Identification: Section 4 Block 3 Lot 11

Present Zoning District PI Size of Parcel .946

5. Type of Review:

Special Permit: _____

Variance: Use _____

Area _____

Zone Change: From _____ To _____

Zoning Amendment: To Section _____

Subdivision: Number of Lots/Units _____

Site Plan: Use To use accessory bldg. for off-premises catering

11-14-91

Date

Mary Mason, Secy for the P.B.
Signature and Title

11-14-91 - Delivered to O.C. Planning by Applicant's Atty. @

11-12-91

NOV - 7 1991

91- 27

ORIG.

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR, SANITARY INSP.,
D.O.T., O.C.H., O.C.P., D.P.W., WATER, SEWER, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____

Subdivision _____ as submitted by

Valding Cons. for the building or subdivision of

Brewster House has been

reviewed by me and is approved ☒

disapproved _____

~~If disapproved please list reason~~

Not by water Dept. if water service
needs to be located.

HIGHWAY SUPERINTENDENT _____

Steven D. D. V.
WATER SUPERINTENDENT

SANITARY SUPERINTENDENT _____

DATE _____

✓
C.C.H.E.



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ **Main Office**
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- ☐ **Branch Office**
400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS

PROJECT NAME: BREWSTER HOUSE SITE PLAN AMENDMENT
(CATERING BUILDING REVISIONS)
PROJECT LOCATION: NYS. ROUTE 300 (FREEDOM ROAD)
SECTION 4-BLOCK 3-LOT 1
PROJECT NUMBER: 91-27
DATE: 13 NOVEMBER 1991
DESCRIPTION: THE APPLICANTS HAVE SUBMITTED A PLAN FOR AN
AMENDMENT TO THE PREVIOUSLY APPROVED SITE PLAN,
PROVIDING FOR "PICK-UP" SERVICE FOR THE CATERING
BUILDING TO THE SOUTH OF THE PROPERTY. THE PLAN
WAS REVIEWED ON A CONCEPT BASIS.

1. This site previously received Use Variances during September 1985. One of the variances apparently was for the use of the existing building to the south for "food preparation for off premises catering". This application proposes to make available pick-up service for the catering operation. As a first step, the Board should determine if this is acceptable under the previously granted variance, or if further use variances must be obtained. It is my understanding that the Applicant has already reviewed this issue with the Planning Board Attorney; you may wish to discuss same at this time.
2. The following items, which were discussed at the 6 November 1991 Technical Work Session, should be addressed on subsequent plans:
 - a. Provide parking calculation on plan indicating "retail area" of catering building.
 - b. Handicapped space should comply with ANSI and State Standards. This should include the installation of a proper handicapped parking sign.

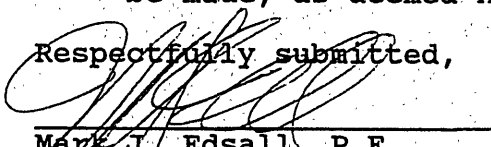
TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS

-2-

PROJECT NAME: BREWSTER HOUSE SITE PLAN AMENDMENT
(CATERING BUILDING REVISIONS)
PROJECT LOCATION: NYS ROUTE 300 (FREEDOM ROAD)
SECTION 4-BLOCK 3-LOT 1
PROJECT NUMBER: 91-27
DATE: 13 NOVEMBER 1991

3. The Board should note that this site plan submitted has been reviewed for only the proposed amendment relative to the catering building. A review of the previously approved site plan (stamped approved 11-27-85) indicates that some differences exist between the "as-built" conditions on the new site plan versus the "proposed" improvements on the former site plan. Unless directed by the Board, I will not further review this issue.
4. The Planning Board may wish to assume the position of Lead Agency under the SEQRA process.
5. Submittal of this plan/application to the Orange County Planning Department will be required.
6. The Planning Board should determine, for the record, if a Public Hearing will be necessary for this Site Plan Amendment, per its discretionary judgement under Paragraph 48-19.C of the Town Zoning Local Law.
7. At such time that the Planning Board has made further review of this application, further engineering reviews and comments will be made, as deemed necessary by the Board.

Respectfully submitted,


Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:BREWST.mk

INTER OFFICE CORRESPONDENCE

TO: Town Planning Board
FROM: Town Fire Inspector
DATE: 12 November 1991
SUBJECT: Brewster House Site Plan

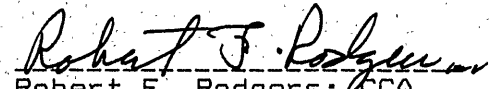
PLANNING BOARD REFERENCE NUMBER: PB-91-27
DATED: 7 November 1991

FIRE PREVENTION REFERENCE NUMBER: FPS-91-083

A review of the above referenced subject site plan was conducted on 12 November 1991.

This site plan is acceptable.

PLANS DATED: 6 November 119; Revision 1.


Robert F. Rodgers; CCA
Fire Inspector

RFR:mr
Att.

✓
CC: M.E.

NOV - 7 1991

91- 27

ORIG.

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR, SANITARY INSP.
D.O.T., O.C.H., O.C.P., D.P.W., WATER, SEWER, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval ☒
subdivision _____ as submitted by
Valdima Consultants for the building or subdivision of
Brewster House has been
reviewed by me and is approved _____
disapproved ☒.

If disapproved, please list reason _____

No record on Permit for Sewer Permit on
file.

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

Lynnan R. Mawfey

SANITARY SUPERINTENDENT

November 7, 1991

DATE

✓
CC: M.E.
MARK TAYLOR



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ Main Office
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- ☐ Branch Office
400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

PLANNING BOARD WORK SESSION
RECORD OF APPEARANCE

(TOWN) VILLAGE OF NEW WINDSOR

P/B # -

WORK SESSION DATE: 6 Nov 1991

APPLICANT RESUB.
REQUIRED: Full App.

REAPPEARANCE AT W/S REQUESTED: No

PROJECT NAME: Brewster House

PROJECT STATUS: NEW X OLD

REPRESENTATIVE PRESENT: Mark Taylor / Craig Marti (Frank V.)

MUNIC REPS PRESENT: BLDG INSP.

FIRE INSP. X

ENGINEER X

PLANNER

P/B CHMN.

OTHER (Specify)

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- PI / 5/1 Amendment
- They met w/ Andy Krieger 11/5/91 disc variance
- This application is for addn of pick-up catering -
- retail 75 x 26 x 20.5 / 400 min 3 spaces - 1 81
- add note no seats in catering bldg.
- call out exist shrubs
- Myra try to get me a copy of
- old 5/p that was approved
- call out variance det's & what on plan

NOV - 7 1991

Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, NY 12550

(This is a two-sided form)

Date Received _____
Meeting Date _____
Public Hearing _____
Action Date _____
Fees Paid _____

APPLICATION FOR SITE PLAN, SUBDIVISION PLAN,
OR LOT LINE CHANGE APPROVAL

1. Name of Project BREWSTER HOUSE 1762
Michael and
2. Name of Applicant Steven Sotland Phone 566-1104
Address RR #2 Box 270A, Wallkill, New York 12589
(Street No. & Name) (Post Office) (State) (Zip)
Michael P. and
3. Owner of Record Steven B. Sotland Phone 566-1104
Address RR #2 Box 270A, Wallkill, New York 12589
(Street No. & Name) (Post Office) (State) (Zip)
Valdina Consulting
4. Person Preparing Plan Engineers Phone 565-4447
Address 4 Pleasant View Avenue, Newburgh, New York 12550
(Street No. & Name) (Post Office) (State) (Zip)
(Mark C. Taylor, Esq.)
5. Attorney Rider, Weiner, Frankel & Calhelha, P.C. Phone 562-9100
Address 427 Little Britain Road, Newburgh, New York 12550
(Street No. & Name) (Post Office) (State) (Zip)
6. Person to be notified to represent applicant at Planning
Board Meeting Mark C. Taylor, Esq. Phone 562-9100
(Name)
7. Location: On the West side of Temple Hill Road (Route 300)
500 feet South (Direction)
of Union Avenue and Temple Hill Road intersection
(Street)
8. Acreage of Parcel .946 9. Zoning District PI
10. Tax Map Designation: Section 4 Block 3 Lot 11
11. This application is for Site Plan Amendment

12. Has the Zoning Board of Appeals granted any variance or a Special Permit concerning this property? yes

If so, list Case No. and Name #85-30

13. List all contiguous holdings in the same ownership NONE
Section _____ Block _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the liber and page of each conveyance into the present owner as recorded in the Orange County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property and the date the contract of sale was executed.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

OWNER'S ENDORSEMENT
(Completion required ONLY if applicable)

COUNTY OF ORANGE

SS.:

STATE OF NEW YORK

_____ being duly sworn, deposes and says
that he resides at _____
in the County of _____ and State of _____
and that he is (the owner in fee) of _____

(Official Title)

of the Corporation which is the Owner in fee of the premises described in the foregoing application and that he has authorized _____ to make the foregoing application for Special Use Approval as described herein.

I HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND INFORMATION, AND ALL STATEMENTS AND INFORMATION CONTAINED IN THE SUPPORTING DOCUMENTS AND DRAWINGS ATTACHED HERETO ARE TRUE.

Sworn before me this

6th day of November 1989

Linda S. Ladrack
Notary Public

LINDA S. LADRICK
Notary Public, State of New York
Qualified in Orange County
No. 4820238
Commission Expires June 30, 1992

(Owner's Signature)

Steven B. Sotland

(Applicant's Signature)
STEVEN B. SOTLAND

(Title)

NOV - 7 1991

PROXY STATEMENT
for submittal to the
TOWN OF NEW WINDSOR PLANNING BOARD

STEVEN B. SOTLAND, deposes and says that he
resides at RR #2 Box 270A, Wallkill, New York 12589
(Owner's Address)

in the County of Orange

and State of New York

and that he is the owner in fee of Brewster House 1762

which is the premises described in the foregoing application and
that he has authorized RIDER, WEINER, FRANKEL & CALHELHA, P.C.
to make the foregoing application as described therein.

Date: November 6, 1991

Steven B. Sotland
(Owner's Signature)
STEVEN B. SOTLAND
Barbara DeWine
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT
AND/OR OWNER AT THE MEETINGS.

TOWN OF NEW WINDSOR PLANNING BOARD
SITE PLAN CHECKLIST

NOV - 7 1991

ITEM

- | | |
|--|---|
| 1. <input checked="" type="checkbox"/> Site Plan Title | 29. <input checked="" type="checkbox"/> Curbing Locations |
| 2. <input checked="" type="checkbox"/> Applicant's Name(s) | 30. <input checked="" type="checkbox"/> Curbing Through Section |
| 3. <input checked="" type="checkbox"/> Applicant's Address(es) | 31. <input checked="" type="checkbox"/> Catch Basin Locations |
| 4. <input checked="" type="checkbox"/> Site Plan Preparer's Name | 32. <input checked="" type="checkbox"/> Catch Basin Through Section |
| 5. <input checked="" type="checkbox"/> Site Plan Preparer's Address | 33. <input checked="" type="checkbox"/> Storm Drainage |
| 6. <input checked="" type="checkbox"/> Drawing Date | 34. <input checked="" type="checkbox"/> Refuse Storage |
| 7. <input checked="" type="checkbox"/> Revision Dates | 35. <input checked="" type="checkbox"/> Other Outdoor Storage |
| 8. <input checked="" type="checkbox"/> AREA MAP INSET | 36. <input checked="" type="checkbox"/> Water Supply |
| 9. <input checked="" type="checkbox"/> Site Designation | 37. <input checked="" type="checkbox"/> Sanitary Disposal Sys. |
| 10. <input checked="" type="checkbox"/> Properties Within 500 Feet of Site | 38. <input checked="" type="checkbox"/> Fire Hydrants |
| * 11. <input checked="" type="checkbox"/> Property Owners (Item #10) | 39. <input checked="" type="checkbox"/> Building Locations |
| 12. <input checked="" type="checkbox"/> PLOT PLAN | 40. <input checked="" type="checkbox"/> Building Setbacks |
| 13. <input checked="" type="checkbox"/> Scale (1" = 50' or lesser) | 41. <input checked="" type="checkbox"/> Front Building Elevations |
| 14. <input checked="" type="checkbox"/> Metes and Bounds | 42. <input checked="" type="checkbox"/> Divisions of Occupancy |
| 15. <input checked="" type="checkbox"/> Zoning Designation | 43. <input checked="" type="checkbox"/> Sign Details |
| 16. <input checked="" type="checkbox"/> North Arrow | 44. <input checked="" type="checkbox"/> BULK TABLE INSET |
| 17. <input checked="" type="checkbox"/> Abutting Property Owners | 45. <input checked="" type="checkbox"/> Property Area (Nearest 100 sq. ft.) |
| 18. <input checked="" type="checkbox"/> Existing Building Locations | 46. <input checked="" type="checkbox"/> Building Coverage (sq. ft.) |
| 19. <input checked="" type="checkbox"/> Existing Paved Areas | 47. <input checked="" type="checkbox"/> Building Coverage (% of Total Area) |
| 20. <input checked="" type="checkbox"/> Existing Vegetation | 48. <input checked="" type="checkbox"/> Pavement Coverage (Sq. Ft.) |
| 21. <input checked="" type="checkbox"/> Existing Access & Egress | 49. <input checked="" type="checkbox"/> Pavement Coverage (% of Total Area) |
| <u>PROPOSED IMPROVEMENTS</u> | |
| 22. <input checked="" type="checkbox"/> Landscaping | 50. <input checked="" type="checkbox"/> Open Space (Sq. Ft.) |
| 23. <input checked="" type="checkbox"/> Exterior Lighting | 51. <input checked="" type="checkbox"/> Open Space (% of Total Area) |
| 24. <input checked="" type="checkbox"/> Screening | 52. <input checked="" type="checkbox"/> No. of Parking Spaces Proposed. |
| 25. <input checked="" type="checkbox"/> Access & Egress | 53. <input checked="" type="checkbox"/> No. of Parking Required. |
| 26. <input checked="" type="checkbox"/> Parking Areas | |
| 27. <input checked="" type="checkbox"/> Loading Areas | |
| 28. <input checked="" type="checkbox"/> Paving Details (Items 25-27) | |

This list is provided as a guide only and is for the convenience of the Applicant. The Town of New Windsor Planning Board may require additional notes or revisions prior to granting approval.

PREPARER'S ACKNOWLEDGEMENT:

The Site Plan has been prepared in accordance with this checklist and the Town of New Windsor Ordinances, to the best of my knowledge.

By: Paul J. Velding Jr.
Licensed Professional

Date: Nov 6, 1991

* Adjoining Owners

91-27

NOV - 7 1991

14-16-4 (2/87)-Text 12

PROJECT I.D. NUMBER

617.21

Appendix C

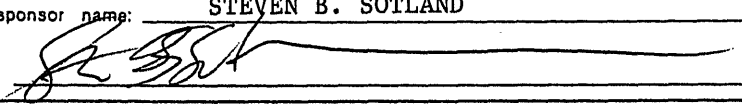
SEQR

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT /SPONSOR STEVEN B. AND MICHAEL P. SOTLAND	2. PROJECT NAME BREWSTER HOUSE 1762
3. PROJECT LOCATION: Municipality New Windsor County Orange	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Temple Hill Road, New Windsor, New York on the West side of Temple Hill Road (Route 300) 500 feet South of Union Avenue and Temple Hill Road intersection.	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Amendment to site plan to designate parking, signage and lighting for off-premises catering customers using remodel accessory building.	
7. AMOUNT OF LAND AFFECTED: Initially _____ acres Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (site plan)	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: STEVEN B. SOTLAND	Date: 11/6 /91
Signature: 	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, coordinate the review process and use the FULL EAF.
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.8? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)	
C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: 	
C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: 	
C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: 	
C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: 	
C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly. 	
C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly. 	
C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly. 	
D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly	

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

<hr/> <p style="text-align: center;">Print or Type Name of Responsible Officer in Lead Agency</p> <hr/> <p style="text-align: center;">Signature of Responsible Officer in Lead Agency</p> <hr/>	<hr/> <p style="text-align: center;">Title of Responsible Officer</p> <hr/> <p style="text-align: center;">Signature of Preparer (if different from responsible officer)</p> <hr/>
--	--

Date

91- 27

NOV - 7 1991

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

ATTORNEYS & COUNSELLORS AT LAW

M.J. RIDER (1906-1968)
ELLIOTT M. WEINER (1915-1990)

DAVID L. RIDER
CHARLES E. FRANKEL
MOACYR R. CALHELHA
MICHAEL J. MATSLER
DONNA M. BADURA
MARK C. TAYLOR
RODERICK E. DE RAMON
AMELIA T. DAMIANI**

*ALSO ADM. IN FL
**ALSO ADM. IN NJ & PA

427 LITTLE BRITAIN ROAD
POST OFFICE BOX 2280
NEWBURGH, NEW YORK 12550
TEL. (914) 562-9100
FAX 914-562-9126

CRAIG F. SIMON
MARIA F. MELCHIORI*
OF COUNSEL

KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

November 7, 1991

Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

Attn: Myra

Re: Brewster House 1762
Our File No. 1170.1

Dear Myra:

Pursuant to your telephone discussion with our office, enclosed please find the following documents in regard to the above referenced matter:

- 1) Application for Site Plan Amendment signed by our client;
- 2) Short Environmental Assessment Form signed by our client;
- 3) Site Plan Catering Building Revisions prepared by Valdina Consulting Engineers (14 copies).

Also enclosed are our clients checks numbered 110 and 111 in the total sum of \$900.00 representing the appropriate fees required to submit these documents.

Thank you for your courtesy and cooperation in this matter.

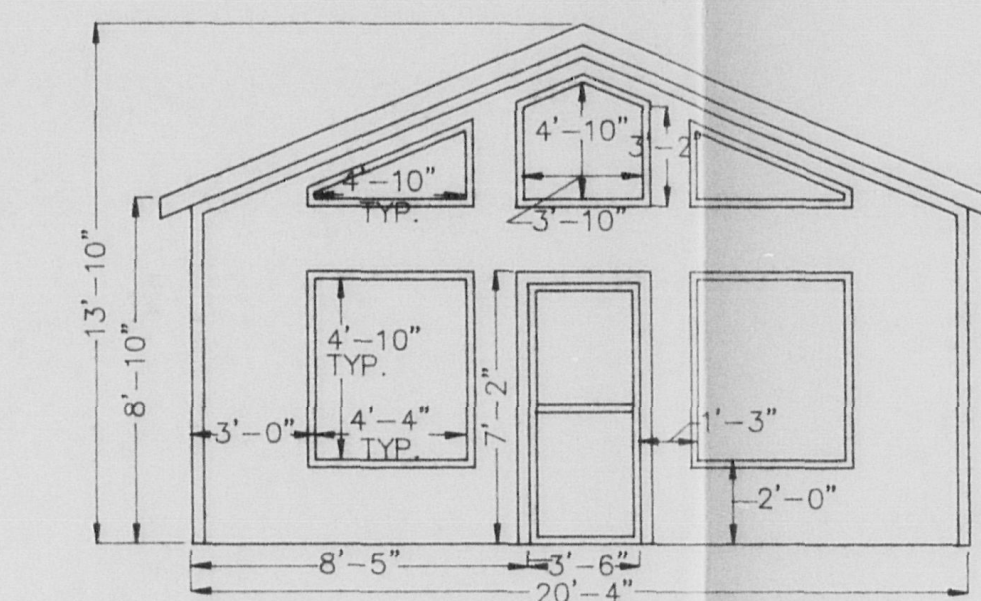
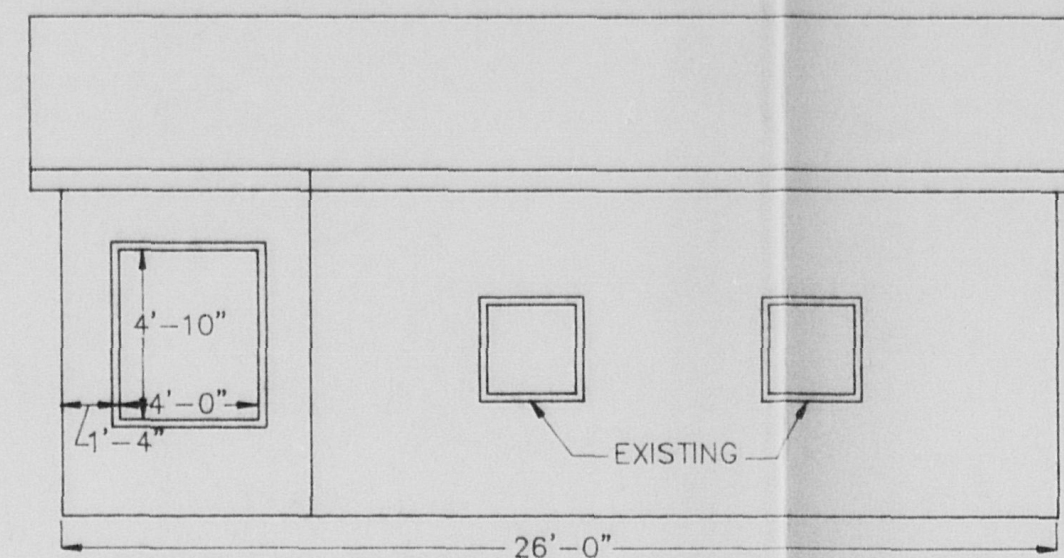
Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

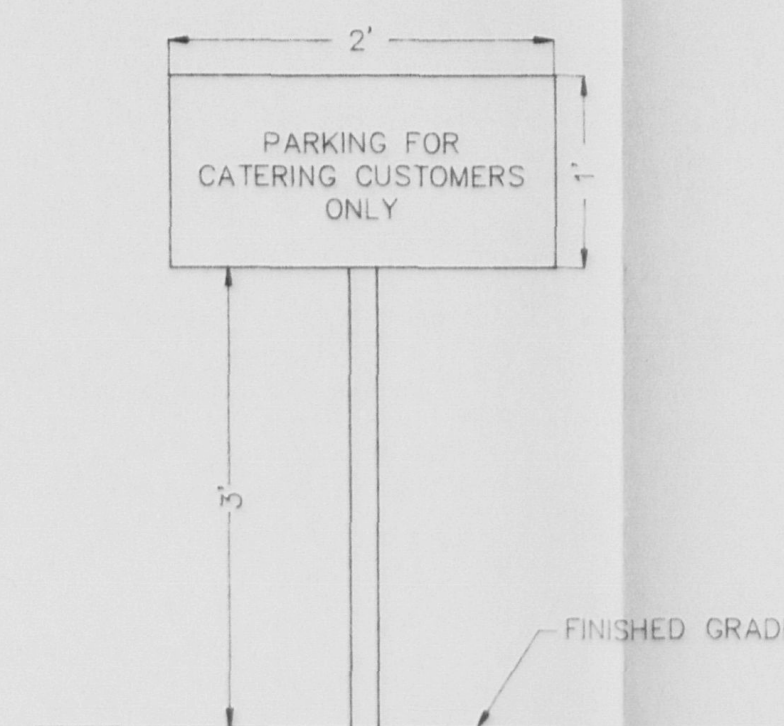
MCT/bb
Enclosures

By:

Mark C. Taylor
MARK C. TAYLOR



CATERING BUILDING DETAIL
NO SCALE



PARKING SIGN DETAIL
NO SCALE

NOTES:

1. SITE PLAN/SURVEY DATA IS FROM "SITE PLAN" BY W.S. JESSUP DATED JULY 1, 1985 LAST REVISED NOVEMBER 16, 1985 AS-BUILT REVISIONS BASED ON VALDINA CONSULTING ENGINEERS FIELD INSPECTION COMPLETED NOVEMBER 4, 1991.
2. EXISTING PARKING AREAS ARE TO BE RESTRIPTED ACCORDING TO THIS REVISED SITE PLAN.
3. NO CUSTOMER SEATING IS PROPOSED FOR CATERING BUILDING.
4. CATERING USE OF ACCESSORY BUILDING IS PERMITTED UNDER TOWN OF NEW WINDSOR USE VARIANCE #85-30 DATED SEPTEMBER 9, 1985.
5. HANDICAPPED PARKING SPACES ARE TO BE MARKED ACCORDING TO TOWN OF NEW WINDSOR SPECIFICATIONS INCLUDING THE HANDICAPPED SYMBOL, SIGN DESIGNATION AND REQUIRED STRIPING.

PROPOSED PARKING:

CATERING BUILDING:

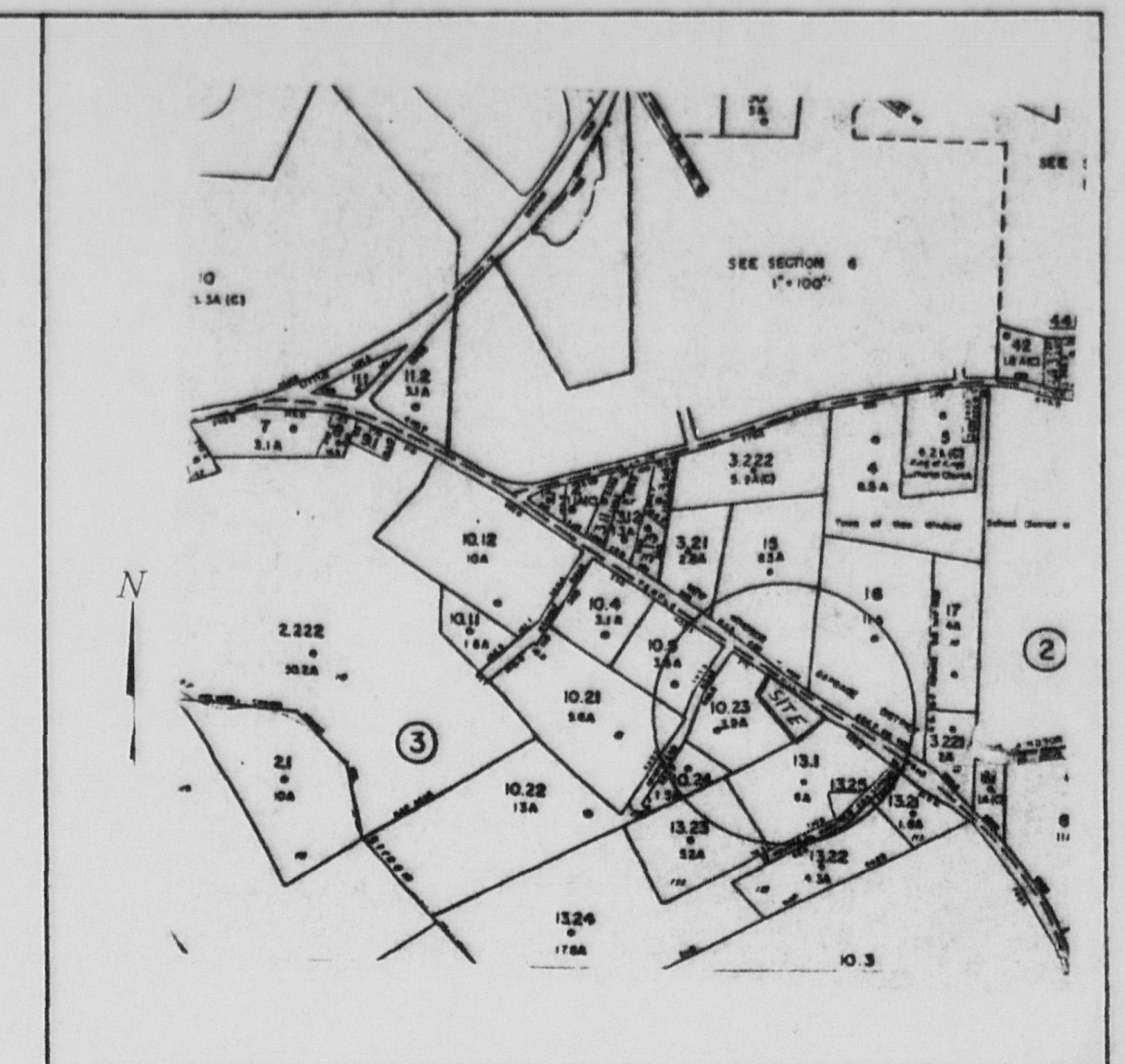
GROSS AREA / 200 SF = REQ. SPACES
520 SF / 200 SF = 2.6 SPACES
= 3 SPACES

NO. PROPOSED = 3 PLUS 1 HANDICAPPED

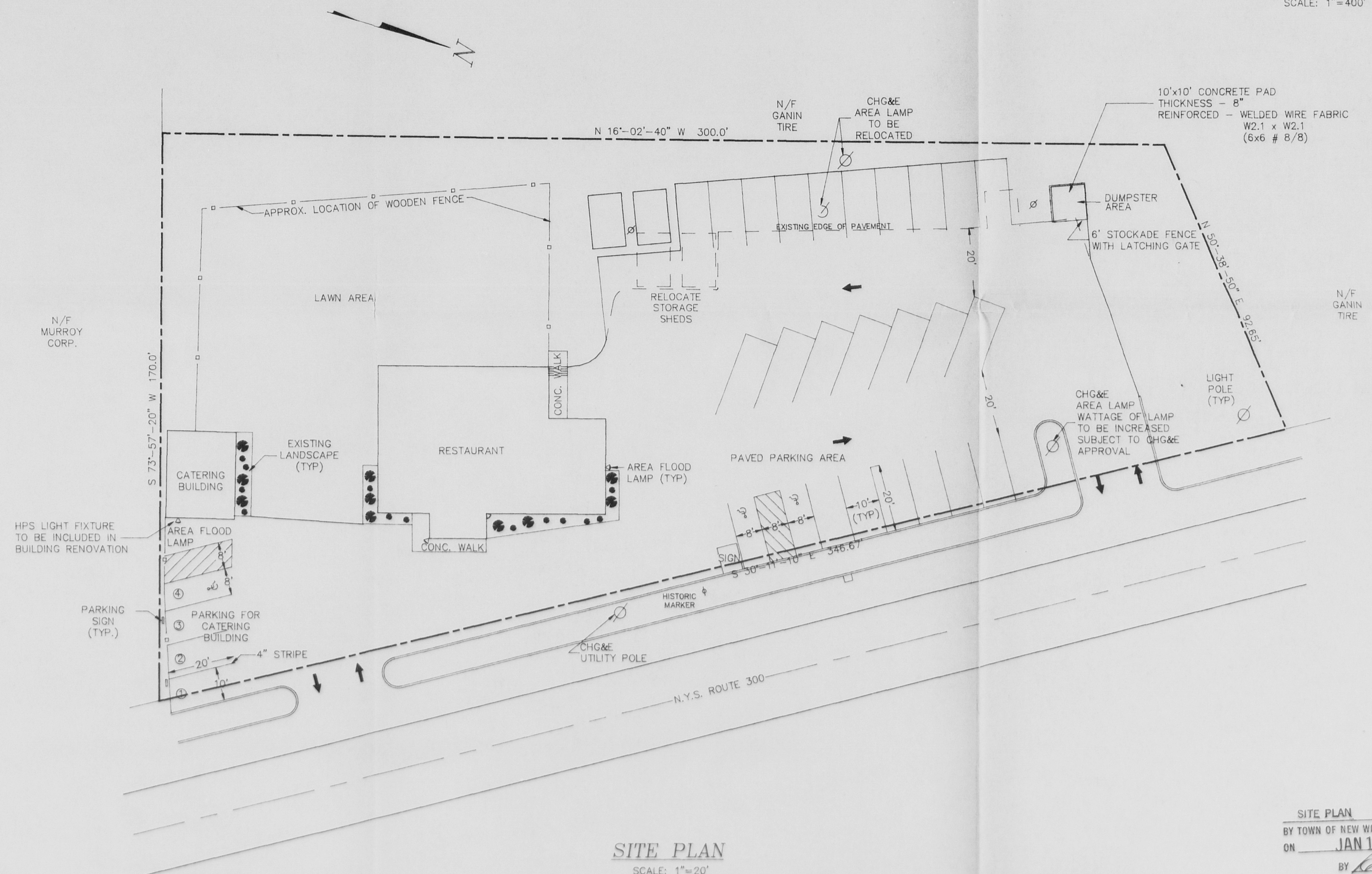
EXISTING RESTAURANT:

TOTAL # SEATS / 3 = REQ. SPACES
78 SEATS / 3 = 26 SPACES

NO. PROPOSED = 26 INCLUDING 2 HANDICAPPED



LOCATION MAP
SCALE: 1"=400'

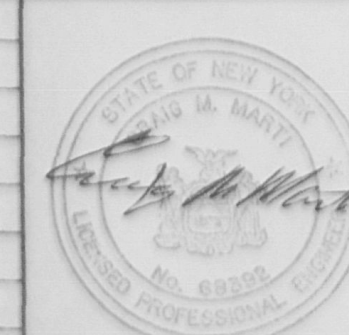


SITE PLAN
SCALE: 1"=20'

SITE PLAN APPROVAL GRANTED
BY TOWN OF NEW WINDSOR PLANNING BOARD
ON JAN 17 1992
BY RONALD LANDER
SECRETARY

UNAUTHORIZED ADDITION OR ALTERATION
OF THIS PLAN IS A VIOLATION OF
SECTION 7209(2) OF THE NEW YORK
STATE EDUCATION LAW.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
5	1/10/92	PER TOWN ENGINEER	AB
4	1/8/92	PROP. LINE/PARKING REVISIONS	CM
3	1/6/92	PARKING/LIGHTING REVISIONS	AB
2	12/9/91	PROPOSED REST. PARKING	AB
1	11/6/91	PLNG. BD. WORK	AB
		SESSION COMMENTS	

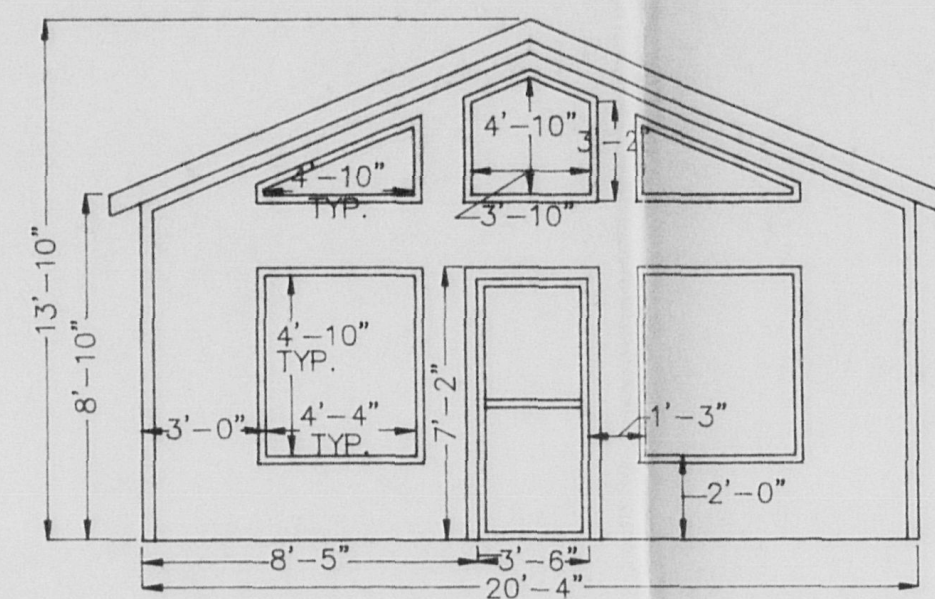
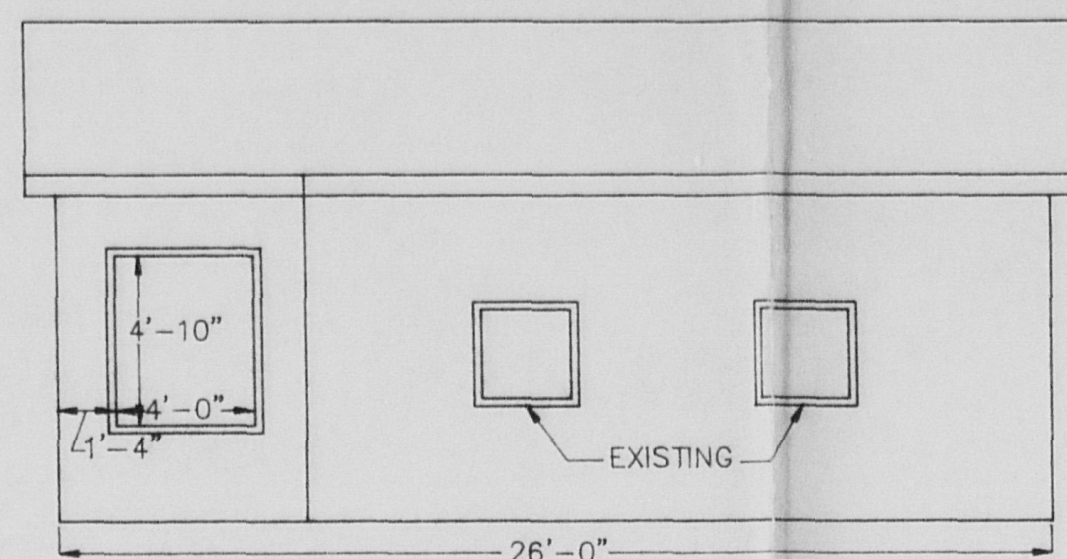


VALDINA CONSULTING ENGINEERS
4 PLEASANT VIEW AVE., NEWBURGH, N.Y.

BREWSTER HOUSE
TOWN OF NEW WINDSOR ~ ORANGE COUNTY ~ NEW YORK

SITE PLAN
(CATERING BUILDING REVISIONS)

SCALE: AS SHOWN
DATE: 11/5/91
DR. BY: AB CK. BY: [Signature]
SHEET 1 OF 1



CATERING BUILDING DETAIL
NO SCALE



PARKING SIGN DETAIL
NO SCALE

NOTES:

1. SITE PLAN/SURVEY DATA IS FROM "SITE PLAN" BY W.S. JESSUP DATED JULY 1, 1985 LAST REVISED NOVEMBER 16, 1985 AS-BUILT REVISIONS BASED ON VALDINA CONSULTING ENGINEERS FIELD INSPECTION COMPLETED NOVEMBER 4, 1991.
2. EXISTING PARKING AREAS ARE TO BE RESTRIPTED ACCORDING TO THIS REVISED SITE PLAN.
3. NO CUSTOMER SEATING IS PROPOSED FOR CATERING BUILDING.
4. CATERING USE OF ACCESSORY BUILDING IS PERMITTED UNDER TOWN OF NEW WINDSOR USE VARIANCE #85-30 DATED SEPTEMBER 9, 1985.

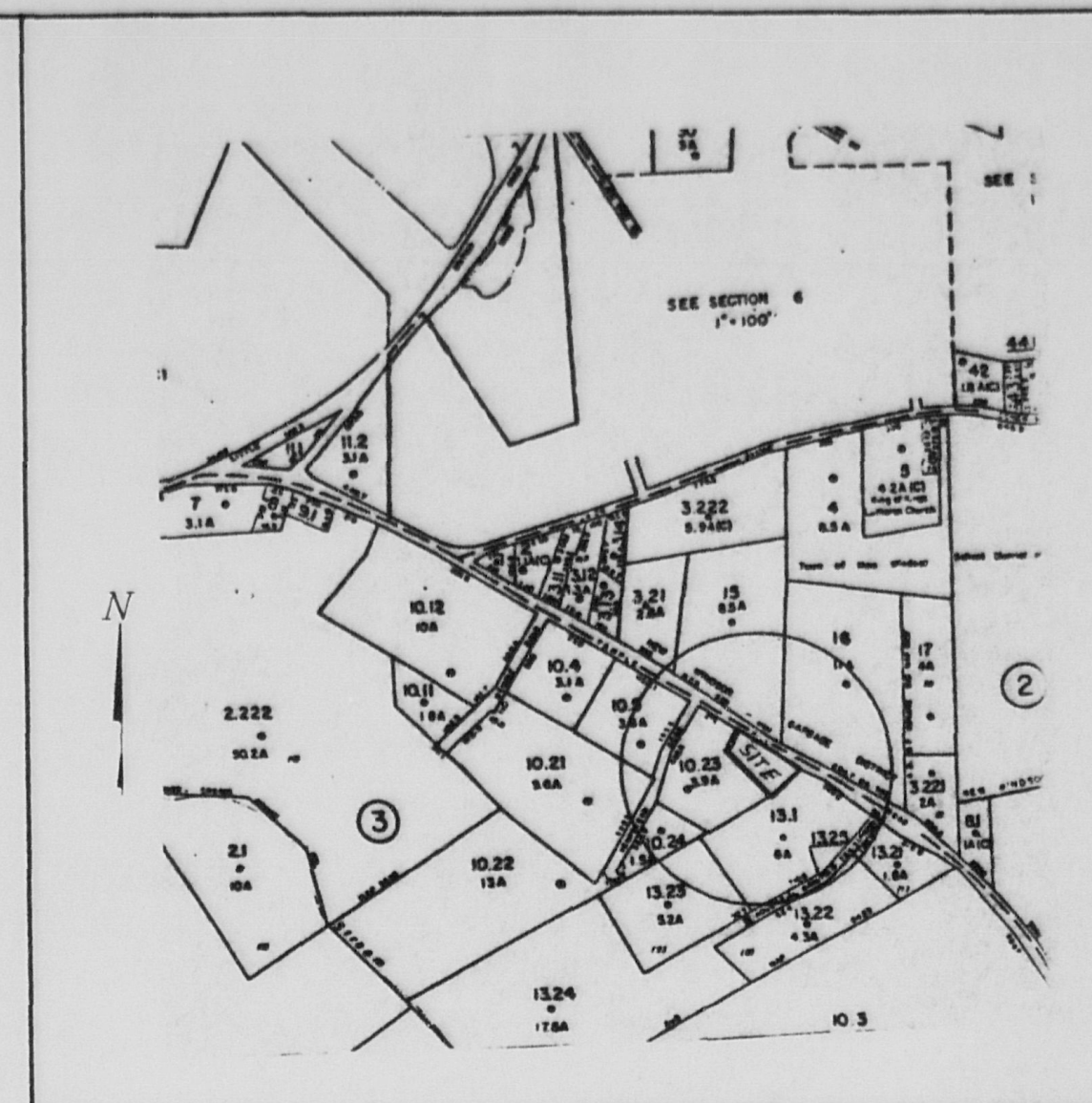
PROPOSED PARKING:

CATERING BUILDING:
GROSS AREA / 200 SF = REQ. SPACES
520 SF / 200 SF = 2.6 SPACES
= 3 SPACES

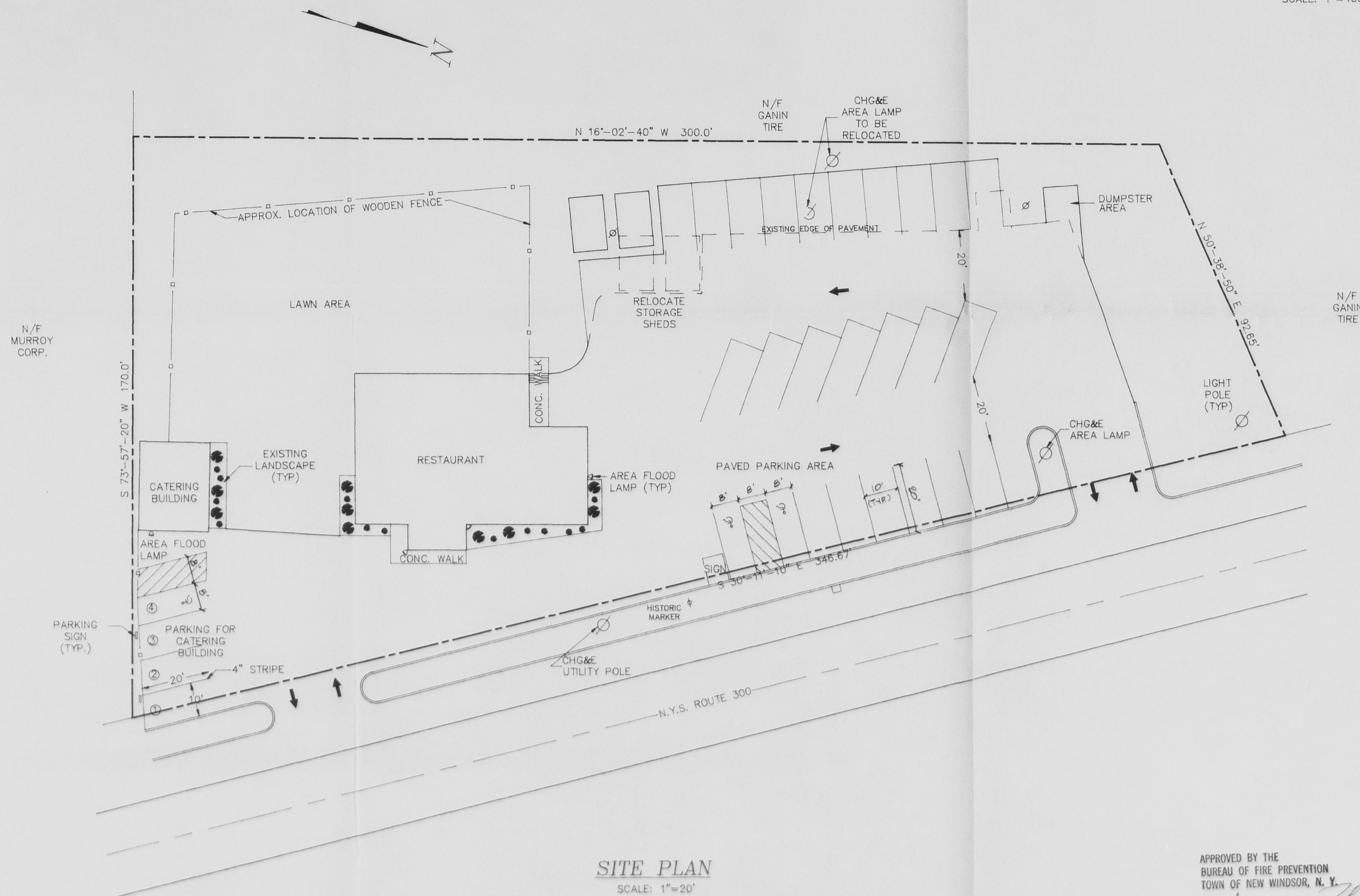
NO. PROPOSED = 3 PLUS 1 HANDICAPPED

EXISTING RESTAURANT:
TOTAL # SEATS / 3 = REQ. SPACES
78 SEATS / 3 = 26 SPACES

NO. PROPOSED = 26 INCLUDING 2 HANDICAPPED



LOCATION MAP
SCALE: 1"=400'

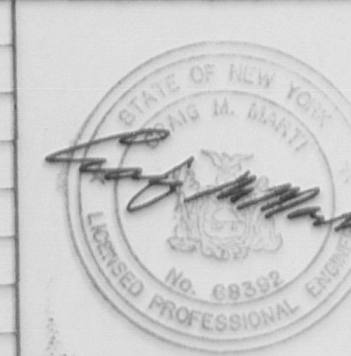


SITE PLAN
SCALE: 1"=20'

APPROVED BY THE
BUREAU OF FIRE PREVENTION
TOWN OF NEW WINDSOR, N.Y.
DATE 11/5/91 SIGNATURE [Signature]

UNAUTHORIZED ADDITION OR ALTERATION
OF THIS PLAN IS A VIOLATION OF
SECTION 7209(2) OF THE NEW YORK
STATE EDUCATION LAW.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
4	1/8/92	PROP. LINE/PARKING REVISIONS	CM
3	1/6/92	PARKING/LIGHTING REVISIONS	AB
2	12/9/91	PROPOSED REST. PARKING	AB
1	11/6/91	PLNG. BD. WORK	AB
SESSION COMMENTS			



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4 PLEASANT VIEW AVE., NEWBURGH, N.Y.

BREWSTER HOUSE
TOWN OF NEW WINDSOR ~ ORANGE COUNTY ~ NEW YORK

SITE PLAN
(CATERING BUILDING REVISIONS)

SCALE: AS SHOWN
DATE: 11/5/91
DR. BY: AB CK. BY
SHEET 1 OF 1